

CRESSWIND LAKE HARRIS

**COMMUNITY DEVELOPMENT
DISTRICT**

May 22, 2025

**SPECIAL MEETING AND
AUDIT COMMITTEE
MEETING AGENDA**

CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Cresswind Lake Harris Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

May 15, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Cresswind Lake Harris Community Development District

Dear Board Members:

The Board of Supervisors of the Cresswind Lake Harris Community Development District will hold a Special Meeting and Audit Committee Meeting on May 22, 2025 at 11:00 a.m., at Halff Associates, Inc., 902 N Sinclair Ave., Tavares, Florida 32778. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
4. Consideration of Resolution 2025-02, Declaring a Vacancy in Seat 3, Seat 4 and Seat 5 of the Board of Supervisors; and Providing an Effective Date
5. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 202_*
 - Administration of Oath of Office (*the following to be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
6. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 202_*
 - Administration of Oath of Office
7. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 202_*
 - Administration of Oath of Office

8. Consideration of Resolution 2025-03, Electing and Removing Officers of the District, and Providing for an Effective Date
9. Consideration of Resolution 2025-04, Ratifying the Actions of the District Manager in Redesignating the Time for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
10. Ratification of Acquisition of Phase 1 Improvements
11. Acceptance of Unaudited Financial Statements as of April 30, 2025
12. Approval of Minutes
 - A. September 18, 2024 Public Hearing and Regular Meeting
 - B. November 5, 2024 Landowners' Meeting
13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Halff & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

○ QUORUM CHECK

SEAT 1	MARK BINES	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	JUSTIN ALLEN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	BRADLEY WALKER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	BRIAN VALAVICIUS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5		☐ IN PERSON	☐ PHONE	☐ NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cresswind Lake Harris Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tavares, Lake County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT:

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

BOARD OF SUPERVISORS	SEAT	VOTES
No Nomination	Seat 3	0 Votes
No Nomination	Seat 4	0 Votes
No Nomination	Seat 5	0 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
No Nomination	Seat 3	____-Year Term
No Nomination	Seat 4	____-Year Term
No Nomination	Seat 5	____-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2025.

Attest:

**CRESSWIND LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CRESSWIND LAKE HARRIS

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 3, SEAT 4 AND SEAT 5 OF THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Cresswind Lake Harris Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on November 5, 2024, three (3) members were to be elected to the District Board of Supervisors (the “Board”) as that term is defined in Section 190.006(2)(b), Florida Statutes; and

WHEREAS, the District published a notice in a newspaper of general circulation as prescribed in Florida law; and

WHEREAS, due to no Landowners, Landowner representatives or Proxy Holders being present, the election of Landowners could not occur; and

WHEREAS, the Board shall declare the three (3) seats vacant; and

WHEREAS, three (3) Supervisors are to be appointed to the vacant seats, thereafter; and

WHEREAS, the term of two (2) Supervisors will expire November 2028, the term of the third Supervisor will expire November 2026. The term of office for the Supervisors will commence upon appointment; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ORANGE BLOSSOM RANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following seats are hereby declared vacant effective as of November 5, 2024:

Seat #3 (currently held by Bradley A Walker)

Seat #4 (currently held by Brian Valavicius)

Seat #5 (currently vacant)

SECTION 2. Until such time as the District Board nominates a Supervisor to fill the vacancies declared in Section 1 above, the incumbent Board Members of the respective seats shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 22nd day of May, 2025.

ATTEST:

**CRESSWIND LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

5

**CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 202__, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Cresswind Lake Harris Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

CRESSWIND LAKE HARRIS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Cresswind Lake Harris Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF CRESSWIND LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective May 22, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

Felix Rodriguez is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 22, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 22ND DAY OF MAY, 2025.

ATTEST:

**CRESSWIND LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CRESSWIND LAKE HARRIS

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE TIME FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Cresswind Lake Harris Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tavares, Lake County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") previously adopted Resolution 2024-05, Designating a Date, Time and Location for a Landowners' Meeting; Providing for Publication, Providing for an Effective Date; and

WHEREAS, the Board desires to ratify its actions in redesignating the time of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The actions of the District Manager in redesignating the time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-05 is hereby amended to reflect that the time of Landowners' Meeting as declared in Resolution 2024-05 is redesignated to 9:00 a.m.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-05 continue in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2025.

ATTEST:

**CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Cresswind Lake Harris Community Development District (the "District") in the City of Tavares, Lake County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024
TIME: 9:00 a.m.
PLACE: City of Minneola City Hall
800 N. US Highway 27
Minneola, Florida 34715

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **9:00 a.m.**

LOCATION: City of Minneola City Hall
 800 N. US Highway 27
 Minneola, Florida 34715

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT THE CITY OF TAVARES, LAKE COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Cresswind Lake Harris Community Development District to be held at 9:00 a.m. on November 5, 2024, at the City of Minneola City Hall, 800 N. US Highway 27, Minneola, Florida 34715, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT
THE CITY OF TAVARES, LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Cresswind Lake Harris Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

KOLTER

Check Request

KH CW Lake Harris LLC

Vendor Name	Hughes Brothers Construction Inc
Vendor Code	HUBRCO
Invoice #	2253/App8
Invoice Date	8/31/2024
APPLY TO PO #	2253

Special Handling Instructions:

Additional Information

5%

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
		\$ 570,291.33	\$ 28,514.57	\$ 541,776.77
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
	Total This Draw	\$570,291.33	\$ 28,514.57	\$ 541,776.77

Total This Draw

\$570,291.33

\$ 28,514.57

\$ 541,776.77

Prepared by: Rose Corvil

Prepared Date: 09/05/24

Approved by: _____

**PAY THIS
AMOUNT**

PO# 2253

CWLH-Ph0-Hughes-sitework

Paid			
	Payment Amount	LandDev Retention	Total Payment
App #1	37,207.69	1,860.38	35,347.31
App #2	31,360.14	1,568.01	29,792.13
App #3	103,432.65	5,171.63	98,261.02
App #4	201,924.95	10,096.25	191,828.70
App #5	403,269.32	20,163.47	383,105.85
App #6	144,412.80	7,220.64	137,192.16
App #7	428,955.86	21,447.79	407,508.07
App #8	570,291.33	28,514.57	541,776.77
App #9			-
App #10			-
App #11			-
App #12			-
App #13			-
App #14			
App #15			
App #16			
App #17			
App #18			
App #19			
	1,920,854.74	96,042.74	1,824,812.01

LandDev

Original Contract	1,728,684.00		
CO#1	1,163,258.11		
CO#2			
CO#3			
CO#4			
Contract	2,891,942.11		
Less application	(1,920,854.74)		
	971,087.37	96,042.74	1,067,130.11
			Balance to finish, Including retainage

AIA report \$1,067,130.10 App#8

Variance 0.01

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
KH CW Lake Harris LLC
105 NE 1st Street
Delray Beach, FL

PROJECT:
Cresswind - PH0
PROJECT #: 2023-022-3

APPLICATION NO.: 8
APPLICATION DATE: 8/23/2024

PAY PERIOD: Date: 8/1/24 - 8/31/24

CONTRACT DATE: 7/11/2023

PO NO: 2253

DISTRIBUTION TO:
☒ OWNER
☐ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc.
948 Walker Rd
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:
Halff
902 North Sinclair Ave.
Tavares, Florida
352-343-8481

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$ 1,728,684.00
2. Net change by Change Orders (5 Total to Date)	\$ 1,163,258.11
3. Contract Sum To Date (line 1+2)	\$ 2,891,942.11
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$ 1,920,854.74
6. RETAINAGE:	
a. 5% of completed work	\$ 96,042.74
b. Retainage released to date	\$ -
c. Net retainage held to date	\$ 96,042.74
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 1,824,812.01
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,283,035.24
8. CURRENT PAYMENT DUE	\$ 541,776.77
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ 1,067,130.10

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	1,163,258.11	
Total approved this month		
TOTALS	1,163,258.11	-
NET CHANGES by Change Order		1,163,258.11

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

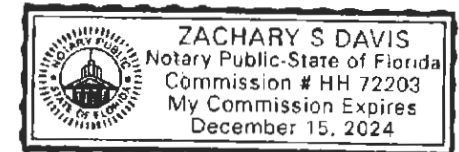
By:

Laurel Lane
Project Manager

Date:

8/23/24

State of: FLORIDA
County of: SUMTER
Subscribed and sworn to before me
this 23rd day of August, 2024



Notary Public:

My Commission expires

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract

Documents, and the Contractor is entitled to payment of the Amount Certified

AMOUNT CERTIFIED

Date:

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application)

and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer:

By:

Date:

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
CRESSWIND - PH0													
61050	Lot Stabilization (Seeding)	Seed Entire Back of Curb	5,605.00	SY	\$ 3.10	\$ 17,375.50	0	\$ -	4200	\$ 13,020.00	4200	\$ 13,020.00	74.93%
		TOTAL GRASSING				\$ 17,375.50		\$ -		\$ 13,020.00		\$ 13,020.00	
61080	First Lift	1 1/2" SP-9.5 Asphalt	4,585.00	SY	\$ 16.05	\$ 73,589.25	4585	\$ 73,589.25		\$ -	4585	\$ 73,589.25	100.00%
61080	Sub-Base	6" Limerock base Course	4,585.00	SY	\$ 15.95	\$ 73,130.75	4585	\$ 73,130.75		\$ -	4585	\$ 73,130.75	100.00%
61080	Sub-Base	12" Stabilized Subgrade	5,960.00	SY	\$ 12.10	\$ 72,116.00	5960	\$ 72,116.00		\$ -	5960	\$ 72,116.00	100.00%
61080	Sidewalks - Common Area	Concrete Sidewalk (Common Areas Only)	2,000.00	SF	\$ 7.50	\$ 15,000.00	0	\$ -		\$ -	0	\$ -	0.00%
61080	Sidewalks - Common Area	Concrete Sidewalk (Common Areas Only)	7,320.00	SF	\$ 9.30	\$ 68,076.00	0	\$ -		\$ -	0	\$ -	0.00%
61080	Sidewalks - Common Area	Lift Station Driveway	200.00	SF	\$ 11.35	\$ 2,270.00	0	\$ -		\$ -	0	\$ -	0.00%
61080	Sidewalks - Common Area	ADA Handicap Ramp	14.00	EA	\$ 1,495.00	\$ 20,930.00	0	\$ -	14	\$ 20,930.00	14	\$ 20,930.00	100.00%
61080	Curbing	Type Miami Curb	1,830.00	LF	\$ 21.25	\$ 38,887.50	1830	\$ 38,887.50		\$ -	1830	\$ 38,887.50	100.00%
61080	Curbing	Type A Curb	1,245.00	LF	\$ 26.20	\$ 32,619.00	1245	\$ 32,619.00		\$ -	1245	\$ 32,619.00	100.00%
61080	Curbing	Type D Curb	345.00	LF	\$ 30.15	\$ 10,401.75	0	\$ -		\$ -	0	\$ -	0.00%
61080	Striping - First Lift	Striping and Signage	1.00	LS	\$ 20,000.00	\$ 20,000.00	0	\$ -	0.28	\$ 5,600.00	0.28	\$ 5,600.00	28.00%
		TOTAL ROADWAY				\$ 427,020.25		\$ 290,342.50		\$ 26,530.00		\$ 316,872.50	
61065	Storm Water Drainage	18" RCP	545.00	LF	\$ 87.25	\$ 47,551.25	545	\$ 47,551.25		\$ -	545	\$ 47,551.25	100.00%
61065	Storm Water Drainage	Type P-6 Curb Inlet	5.00	EA	\$ 8,540.00	\$ 42,700.00	5	\$ 42,700.00		\$ -	5	\$ 42,700.00	100.00%
61065	Storm Water Drainage	Testing	545.00	LF	\$ 4.95	\$ 2,697.75	545	\$ 2,697.75		\$ -	545	\$ 2,697.75	100.00%
		TOTAL STORM				\$ 92,949.00		\$ 92,949.00		\$ -		\$ 92,949.00	
61065	Waste Water Collection	Connect to Existing	1.00	EA	\$ 2,215.00	\$ 2,215.00	1	\$ 2,215.00		\$ -	1	\$ 2,215.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (0'-6")	20.00	LF	\$ 62.50	\$ 1,250.00	20	\$ 1,250.00		\$ -	20	\$ 1,250.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (6'-8")	370.00	LF	\$ 65.80	\$ 24,346.00	370	\$ 24,346.00		\$ -	370	\$ 24,346.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (8'-10")	215.00	LF	\$ 70.20	\$ 15,093.00	215	\$ 15,093.00		\$ -	215	\$ 15,093.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (10'-12")	250.00	LF	\$ 76.35	\$ 19,087.50	250	\$ 19,087.50		\$ -	250	\$ 19,087.50	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (12'-14")	490.00	LF	\$ 85.55	\$ 41,919.50	490	\$ 41,919.50		\$ -	490	\$ 41,919.50	100.00%
61065	Waste Water Collection	12" Sanitary Sewer (10'-12")	155.00	LF	\$ 113.90	\$ 17,654.50	155	\$ 17,654.50		\$ -	155	\$ 17,654.50	100.00%
61065	Waste Water Collection	Sanitary Manhole (0'-6")	1.00	EA	\$ 5,690.00	\$ 5,690.00	1	\$ 5,690.00		\$ -	1	\$ 5,690.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (8'-10")	1.00	EA	\$ 7,720.00	\$ 7,720.00	1	\$ 7,720.00		\$ -	1	\$ 7,720.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (10'-12") w/ Liner	1.00	EA	\$ 19,195.00	\$ 19,195.00	1	\$ 19,195.00		\$ -	1	\$ 19,195.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (12'-14")	3.00	EA	\$ 10,550.00	\$ 31,650.00	3	\$ 31,650.00		\$ -	3	\$ 31,650.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (12'-14") w/ Liner	1.00	EA	\$ 23,780.00	\$ 23,780.00	1	\$ 23,780.00		\$ -	1	\$ 23,780.00	100.00%
61065	Waste Water Collection	Sanitary Sewer Testing	1,500.00	LF	\$ 5.00	\$ 7,500.00	1500	\$ 7,500.00		\$ -	1500	\$ 7,500.00	100.00%
		TOTAL SANITARY				\$ 217,100.50		\$ 217,100.50		\$ -		\$ 217,100.50	
61065	Waste Water Lift Station & FM	Lift Station Complete	1.00	LS	\$ 573,420.00	\$ 573,420.00	0.08	\$ 45,873.60	0.14	\$ 80,278.80	0.22	\$ 126,152.40	22.00%
		TOTAL LIFT STATION				\$ 573,420.00		\$ 45,873.60		\$ 80,278.80		\$ 126,152.40	
61065	Waste Water Lift Station & FM	4" PVC Force Main	2,760.00	LF	\$ 22.10	\$ 60,996.00	2000	\$ 44,200.00	208.10	\$ 4,599.01	2208.1	\$ 48,799.01	80.00%
61065	Waste Water Lift Station & FM	4" DIP Force Main	320.00	LF	\$ 79.80	\$ 25,536.00	320	\$ 25,536.00		\$ -	320	\$ 25,536.00	100.00%
61065	Waste Water Lift Station & FM	4" Plug Valve	2.00	EA	\$ 1,410.00	\$ 2,820.00	2	\$ 2,820.00		\$ -	2	\$ 2,820.00	100.00%
61065	Waste Water Lift Station & FM	APV Assy	3.00	LF	\$ 8,965.00	\$ 26,895.00	1	\$ 8,965.00	1.4	\$ 12,551.00	2.4	\$ 21,516.00	60.00%
61065	Waste Water Lift Station & FM	Fittings	1.00	LS	\$ 30,050.00	\$ 30,050.00	0.5	\$ 15,025.00	0.3	\$ 9,015.00	0.8	\$ 24,040.00	80.00%
61065	Waste Water Lift Station & FM	Testing	3,060.00	LF	\$ 2.15	\$ 6,622.00	0	\$ -	2464	\$ 5,297.60	2464	\$ 5,297.60	80.00%
		TOTAL FORCEMAIN				\$ 152,919.00		\$ 96,546.60		\$ 31,462.61		\$ 128,008.61	

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
61065	Water Distribution	Temporary Jumper Connection	1.00	EA	\$ 2,155.00	\$ 2,155.00	0	\$ -	1	\$ 2,155.00	1	\$ 2,155.00	100.00%
61065	Water Distribution	8" PVC Watermain	125.00	LF	\$ 46.25	\$ 5,781.25	1125	\$ 52,031.25		\$ -	1125	\$ 52,031.25	100.00%
61065	Water Distribution	8" DIP Watermain	185.00	LF	\$ 84.80	\$ 15,688.00	185	\$ 15,688.00		\$ -	185	\$ 15,688.00	100.00%
61065	Water Distribution	8" Gate Valve	8.00	EA	\$ 2,605.00	\$ 20,840.00	8	\$ 20,840.00		\$ -	8	\$ 20,840.00	100.00%
61065	Water Distribution	Fittings	1.00	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00		\$ -	1	\$ 10,000.00	100.00%
61065	Water Distribution	Single Service	1.00	EA	\$ 1,230.00	\$ 1,230.00	1	\$ 1,230.00		\$ -	1	\$ 1,230.00	100.00%
61065	Water Distribution	Lift Station Service	1.00	EA	\$ 2,585.00	\$ 2,585.00	0	\$ -		\$ -	0	\$ -	0.00%
61065	Water Distribution	ARV Assembly	2.00	EA	\$ 6,580.00	\$ 13,160.00	2	\$ 13,160.00		\$ -	2	\$ 13,160.00	100.00%
61065	Water Distribution	Fire Hydrant Assembly	1.00	EA	\$ 7,345.00	\$ 7,345.00	1	\$ 7,345.00		\$ -	1	\$ 7,345.00	100.00%
61065	Water Distribution	Blow-Off Assembly	2.00	EA	\$ 1,290.00	\$ 2,580.00	1	\$ 1,290.00		\$ -	1	\$ 1,290.00	50.00%
61065	Water Distribution	Testing	1,310.00	LF	\$ 4.45	\$ 5,829.50	1310	\$ 5,829.50		\$ -	1310	\$ 5,829.50	100.00%
		TOTAL WATERMAIN				\$ 128,743.75		\$ 123,713.75		\$ 2,155.00		\$ 125,868.75	
61065	Reclaimed Water	Temporary Jumper Connection	1.00	EA	\$ 2,155.00	\$ 2,155.00	1	\$ 2,155.00		\$ -	1	\$ 2,155.00	100.00%
61065	Reclaimed Water	8" PVC Reclaim	1,030.00	LF	\$ 46.25	\$ 47,637.50	1030	\$ 47,637.50		\$ -	1030	\$ 47,637.50	100.00%
61065	Reclaimed Water	8" DIP Reclaim	220.00	LF	\$ 64.80	\$ 14,256.00	220	\$ 14,256.00		\$ -	220	\$ 14,256.00	100.00%
61065	Reclaimed Water	8" Gate Valve	8.00	EA	\$ 2,625.00	\$ 21,000.00	8	\$ 21,000.00		\$ -	8	\$ 21,000.00	100.00%
61065	Reclaimed Water	Fittings	1.00	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00		\$ -	1	\$ 10,000.00	100.00%
61065	Reclaimed Water	Single Service	5.00	EA	\$ 1,230.00	\$ 6,150.00	5	\$ 6,150.00		\$ -	5	\$ 6,150.00	100.00%
61065	Reclaimed Water	ARV Assembly	2.00	EA	\$ 5,845.00	\$ 11,690.00	2	\$ 11,690.00		\$ -	2	\$ 11,690.00	100.00%
61065	Reclaimed Water	Blow-Off Assembly	2.00	EA	\$ 1,290.00	\$ 2,580.00	1	\$ 1,290.00		\$ -	1	\$ 1,290.00	50.00%
61065	Reclaimed Water	Testing	1,250.00	LF	\$ 2.15	\$ 2,687.50	1250	\$ 2,687.50		\$ -	1250	\$ 2,687.50	100.00%
		TOTAL RECLAIM				\$ 118,156.00		\$ 116,856.00		\$ -		\$ 116,856.00	
		TOTAL CRESSWIND - PH0				\$ 1,728,684.00		\$ 963,391.35		\$ 153,446.41		\$ 1,138,837.76	
		CHANGE ORDERS											
		CHANGE ORDER 1 (PO 2253, CO #1)											
61065	Waste Water Lift Station	Recessed Impeller Pump Change	1.00	LS	\$ 25,645.00	\$ 25,645.00	0	\$ -		\$ -	0	\$ -	0.00%
		TOTAL CHANGE ORDER 1				\$ 25,645.00		\$ -		\$ -		\$ -	
		CHANGE ORDER 2 (PO 2253, CO #2)											
61070	Electric	2" SECO Conduit (Material supplied by SECO)	1,020.00	LF	\$ 11.15	\$ 11,373.00	1020	\$ 11,373.00		\$ -	1020	\$ 11,373.00	100.00%
61070	Electric	2" Conduit Crossings (Material supplied by HBC) (Bluebeam)	1,058.00	LF	\$ 15.95	\$ 16,875.10	1058	\$ 16,875.10		\$ -	1058	\$ 16,875.10	100.00%
61070	Electric	2" Conduit Crossings (Material supplied by HBC) (Irrigation)	883.00	LF	\$ 13.5	\$ 11,920.50	883	\$ 11,920.50		\$ -	883	\$ 11,920.50	100.00%
61070	Electric	6" Conduit Crossings (Material supplied by HBC) (Irrigation)	84.00	LF	\$ 21.85	\$ 1,843.80	84	\$ 1,843.80		\$ -	84	\$ 1,843.80	100.00%
61070	Electric	2" Conduit Crossings (Material supplied by HBC) (Keller)	260.00	LF	\$ 15.95	\$ 4,147.00	260	\$ 4,147.00		\$ -	260	\$ 4,147.00	100.00%
61070	Electric	Conduit Crossing Survey/Layout	1.00	LS	\$ 2,420.00	\$ 2,420.00	0.5	\$ 1,210.00		\$ -	0.5	\$ 1,210.00	50.00%
		TOTAL CHANGE ORDER 2 (PO 2253, CO #2)				\$ 48,579.40		\$ 47,389.40		\$ -		\$ 47,389.40	
		CHANGE ORDER 3 (PO 2253, CO #3)											
61065	Waste Water Lift Station	Add Generator to Lift Station	1.00	LS	\$ 96,565.00	\$ 96,565.00	0	\$ -		\$ -	0	\$ -	0.00%
		TOTAL CHANGE ORDER 3 (PO 2253, CO #3)				\$ 96,565.00		\$ -		\$ -		\$ -	
		CHANGE ORDER 4 (PO 2253, CO #4)											
61065	Water Distribution	Testing	1,120.00	LF	\$ 4.45	\$ 4,984.00	1120	\$ 4,984.00		\$ -	1120	\$ 4,984.00	100.00%
61060	Sub-Base	Full Depth Limarock Base	2,790.00	SY	\$ 39.25	\$ 109,507.50	2790	\$ 109,507.50		\$ -	2790	\$ 109,507.50	100.00%
61060	1st Lift	2" 5' SP-12.5 Asphalt	2,790.00	SY	\$ 34.60	\$ 96,534.00	0	\$ -	2790.00	\$ 96,534.00	2790	\$ 96,534.00	100.00%
61060	1st Lift	1" PC-9.5 Asphalt	4,290.00	SY	\$ 15.60	\$ 66,924.00	0	\$ -		\$ -	0	\$ -	0.00%
61060	1st Lift	Mill Existing Asphalt	1,500.00	SY	\$ 6.25	\$ 9,375.00	0	\$ -	1500.00	\$ 9,375.00	1500	\$ 9,375.00	100.00%

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
61080	Curbing	Type D Curb	310.00	LF	\$ 40.25	\$ 12,477.50	0	\$ -	231.00	\$ 9,297.75	231	\$ 9,297.75	74.52%
61080	Curbing	Type A Curb	490.00	LF	\$ 40.25	\$ 19,722.50	0	\$ -	265.00	\$ 10,666.25	265	\$ 10,666.25	54.08%
61080	Curbing	Type F Curb	890.00	LF	\$ 24.00	\$ 21,360.00	890	\$ 21,360.00		\$ -	890	\$ 21,360.00	100.00%
61080	Curbing	Type RA Curb	425.00	LF	\$ 24.15	\$ 10,263.75	425	\$ 10,263.75		\$ -	425	\$ 10,263.75	100.00%
61080	Curbing	Type Ribbon Curb	1,065	LF	\$ 27.05	\$ 28,808.25	1065	\$ 28,808.25		\$ -	1065	\$ 28,808.25	100.00%
61080	Sidewalks - Common Area	ADA Handicap Ramp	8.00	EA	\$ 2,895.00	\$ 23,480.00	8	\$ 23,480.00		\$ -	8	\$ 23,480.00	100.00%
61080	Concrete Pavers	Brick Pavers (Changed to Red Stamped Concrete)	5,470	SF	\$ 10.95	\$ 59,896.50	5470	\$ 59,896.50		\$ -	5470	\$ 59,896.50	100.00%
61080	Sidewalks - Common Area	Offsite Sidewalk	14,890	SF	\$ 7.50	\$ 111,675.00	0	\$ -	10159.00	\$ 76,192.50	10159	\$ 76,192.50	68.23%
61080	Traffic Maintenance	ROW Restoration	3,960	SY	\$ 3.99	\$ 15,642.00	0	\$ -	3860.00	\$ 15,642.00	3860	\$ 15,642.00	100.00%
61080	Traffic Maintenance	Maintenance of Traffic	1.00	LS	\$ 89,050.00	\$ 89,050.00	0.0391	\$ 2,700.00	0.03	\$ 2,071.50	0.069102	\$ 4,771.50	6.91%
61080	Striping 1st Lift	Striping & Signage	1.00	LS	\$ 36,545.00	\$ 36,545.00	0.46518	\$ 17,000.00		\$ -	0.46518	\$ 17,000.00	46.52%
61085	Reclaimed Water	16" PVC Reclaim	560.00	LF	\$ 167.60	\$ 93,856.00	560	\$ 93,856.00		\$ -	560	\$ 93,856.00	100.00%
61085	Reclaimed Water	16" Butterfly Valve	1.00	EA	\$ 5,285.00	\$ 5,285.00	1	\$ 5,285.00		\$ -	1	\$ 5,285.00	100.00%
61085	Reclaimed Water	3" Meter Assembly	1.00	EA	\$ 17,475.00	\$ 17,475.00	1	\$ 17,475.00		\$ -	1	\$ 17,475.00	100.00%
61085	Reclaimed Water	Testing	950.00	LF	\$ 2.15	\$ 2,042.50	950	\$ 2,042.50		\$ -	950	\$ 2,042.50	100.00%
		TOTAL OFFSITE ROADWAY CO-4				\$ 811,403.50		\$ 394,658.50		\$ 218,279.00		\$ 612,937.50	
		CHANGE ORDER 5 (PO 2253, CO #5)											
61070	Electric	2" S40 UL Conduit Crossing	600.00	LF	\$ 14.13	\$ 8,475.80	600	\$ 8,475.80		\$ -	600.00	\$ 8,475.80	100.00%
61070	Electric	2" PVC S40 BE Conduit Crossings	500.00	LF	\$ 12.44	\$ 6,220.00	500	\$ 6,220.00		\$ -	500.00	\$ 6,220.00	100.00%
61070	Electric	3" PVC S40 BE Conduit Crossings	250.00	LF	\$ 15.33	\$ 3,832.50	250	\$ 3,832.50		\$ -	250.00	\$ 3,832.50	100.00%
61070	Electric	4" PVC S40 BE Conduit Crossings	300.00	LF	\$ 19.04	\$ 5,712.00	300	\$ 5,712.00		\$ -	300.00	\$ 5,712.00	100.00%
61070	Electric	6" PVC S40 BE Conduit Crossings	235.00	LF	\$ 19.31	\$ 4,537.85	235	\$ 4,537.85		\$ -	235.00	\$ 4,537.85	100.00%
61070	Electric	Conduit Crossing Survey/Layout	1.00	LS	\$ 2,640.00	\$ 2,640.00	1	\$ 2,640.00		\$ -	1.00	\$ 2,640.00	100.00%
61080	Curbing	Type D Curb	40.00	LF	\$ 30.15	\$ 1,206.00	0	\$ -	40.00	\$ 1,206.00	40.00	\$ 1,206.00	100.00%
61080	Sidewalks - Common Area	Concrete Sidewalk - Thickened Edge	95.00	SF	\$ 11.21	\$ 1,065.19	0	\$ -		\$ -	0.00	\$ -	0.00%
61080	Sidewalks - Common Area	ADA Handicap Ramp	1.00	EA	\$ 1,495.00	\$ 1,495.00	0	\$ -	1.00	\$ 1,495.00	1.00	\$ 1,495.00	100.00%
61080	Sub-Base	Full depth Base	50.00	SY	\$ 49.62	\$ 2,481.00	50	\$ 2,481.00		\$ -	50.00	\$ 2,481.00	100.00%
61080	1st Lift	1 5" SP-9.5 Asphalt	50.00	SY	\$ 16.05	\$ 802.50	0	\$ -	50.00	\$ 802.50	50.00	\$ 802.50	100.00%
61080	Striping 1st Lift	Striping and Signage	1.00	LS	\$ 3,000.00	\$ 3,000.00	0	\$ -		\$ -	0.00	\$ -	0.00%
61080	Concrete Pavers	Brick Pavers	5,470.00	SF	\$ (10.95)	\$ (59,896.50)	5470	\$ (59,896.50)		\$ -	5470.00	\$ (59,896.50)	100.00%
61080	Concrete Pavers	Brick Red Stamped Concrete	5,470.00	SF	\$ 29.43	\$ 160,954.75	0	\$ -	5470.00	\$ 160,954.75	5470.00	\$ 160,954.75	100.00%
61080	Sidewalks - Common Area	8' Wide Concrete Sidewalk	1,376.00	SF	\$ 9.30	\$ 12,796.80	0	\$ -	1376.00	\$ 12,796.80	1376.00	\$ 12,796.80	100.00%
61080	Sidewalks - Common Area	10' Wide Concrete Sidewalk	-1,700.00	SF	\$ 9.30	\$ (15,810.00)	0	\$ -	-1700.00	\$ (15,810.00)	-1700.00	\$ (15,810.00)	100.00%
61080	Sidewalks - Common Area	12' Wide Concrete Sidewalk	-13,086.00	SF	\$ 9.30	\$ (121,699.80)	0	\$ -	-13086.00	\$ (121,699.80)	-13086.00	\$ (121,699.80)	100.00%
61080	Sidewalks - Common Area	1 5" SP-9.5 Asphalt	1,454.00	SY	\$ 25.19	\$ 36,624.76	0	\$ -	1454.00	\$ 36,624.76	1454.00	\$ 36,624.76	100.00%
61080	Sidewalks - Common Area	Full Depth Base	1,833.00	SY	\$ 49.62	\$ 91,026.50	0	\$ -	559.00	\$ 27,738.57	559.00	\$ 27,738.57	34.23%
61080	Sidewalks - Common Area	Tack	1.00	LS	\$ 1,000.00	\$ 1,000.00	0	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00	100.00%
61080	1st Lift	Asphalt Paving, 2" (2, 1" Lifts) SP-9.5C	4,490.00	SY	\$ 20.82	\$ 93,459.35	0	\$ -	4490.00	\$ 93,459.35	4490.00	\$ 93,459.35	100.00%
61080	1st Lift	Asphalt Paving, 1 5" (1 Lifts) SP-9.5C	4,490.00	SY	\$ (18.05)	\$ (72,064.50)	4490	\$ (72,064.50)		\$ -	4490.00	\$ (72,064.50)	100.00%
61080	1st Lift	Fine Grade	4,490.00	SY	\$ 2.88	\$ 12,908.75	4490	\$ 12,908.75		\$ -	4490.00	\$ 12,908.75	100.00%
61085	Reclaimed Water	3" Water Meter	-1.00	EA	\$ 11,446.86	\$ (11,446.86)	-1	\$ (11,446.86)		\$ -	-1.00	\$ (11,446.86)	100.00%
61085	Reclaimed Water	6" Water Meter	1.00	EA	\$ 21,744.12	\$ 21,744.12	1	\$ (98,549.96)		\$ -	1.00	\$ 21,744.12	100.00%
		CHANGE ORDER 5 (PO 2253, CO #5)				\$ 181,065.21		\$ (193,199.92)		\$ 188,666.92		\$ 123,710.06	
		TOTAL CHANGE ORDERS				\$ 1,163,258.11		\$ 248,827.98		\$ 418,844.92		\$ 784,016.98	
		STORED MATERIALS											
61065	Waste Water Collection	PH 0 Sanitary Material (October)	1.00	LS	\$ 29,614.88	\$ 29,614.88	0	\$ -		\$ -	0	\$ -	0.00%
61065	Storm Water Drainage	PH 0 Storm Structures (October)	1.00	LS	\$ 7,592.83	\$ 7,592.83	0	\$ -		\$ -	0	\$ -	0.00%
61065	Waste Water Collection	PH 0 Sanitary Material (November)	1.00	LS	\$ 31,369.14	\$ 31,369.14	0	\$ -		\$ -	0	\$ -	0.00%

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
		TOTAL STORED MATERIALS				\$ 68,567.63		\$ -		\$ -		\$ -	
		GRAND TOTAL CRESSWIND - PH0				\$ 2,891,042.11		\$ 1,232,219.33		\$ 570,291.33		\$ 1,920,854.74	

RETAINAGE \$ 28,514.57 \$ 96,042.74
TOTAL EARNED \$ 541,776.77 \$ 1,824,812.01

WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 541,776.77,
hereby waives and releases its lien and right to claim for labor, services, or materials
furnished through August 31st, 2024
to KH CW Lake Harris LLC,
on the job of Cresswind Ph 0,

to the following property:

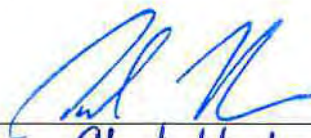
Cresswind at Lake Harris Phase-0 – Parcel No: 35-19-25-0002-000-00200 & 35-10-25-0001-000-00600
Sections 35 & 36 Twp 19S Rg 25E Tavares (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 23rd, 2024.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

Name: Chad Hughes

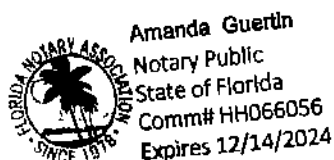
Title: President

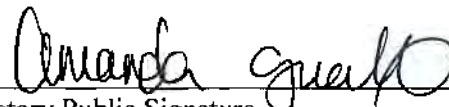
STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 23rd day of August, 2024 by Chad Hughes, President of Hughes Brothers Construction, on behalf of the corporation. He (she) is ☐ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)




Notary Public Signature

(Name typed, printed or stamped)
My Commission Expires: _____

Rose Corvil

From: Emily Weikel
Sent: Wednesday, September 4, 2024 10:26 AM
To: Rose Corvil
Subject: RE: KH CW Lake Harris LLC - PO2253 app#7

Good morning, Rose –

This is actually PA8. The vendor did not update the summary sheet but all the SOV(s) reference PA8. Sorry for the confusion. Thank you.

Emily Weikel
Land Development Administrator
Kolter Homes LLC
(561)515-4450 ext. 106

This email may contain information that is proprietary, legally privileged and/or confidential. If the reader of this email is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient(s), you are hereby notified: (i) that any dissemination, distribution or copying of this email is strictly prohibited and may be unlawful; and (ii) to contact the sender immediately by reply email and delete this email and any attachments without retaining any copies.

From: Rose Corvil <rcorvil@kolter.com>
Sent: Wednesday, September 4, 2024 9:51 AM
To: Emily Weikel <eweikel@kolter.com>
Subject: KH CW Lake Harris LLC - PO2253 app#7

Good morning, Emily,

Can you confirm the attached app#7? Looks like we have already processed #7

Thank you,

KOLTER

Check Request

KH CW Lake Harris LLC

Vendor Name	Hughes Brothers Construction Inc
--------------------	---

Vendor Code	HUBRCO
-------------	--------

Invoice #	2252/App13
-----------	------------

Invoice Date	8/31/2024
--------------	-----------

APPLY TO PO #	2252
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Special Handling Instructions:

Additional Information

5%

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
		\$ 25,966.85	\$ 1,298.34	\$ 24,668.51
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
	Total This Draw	\$ 25,966.85	\$ 1,298.34	\$ 24,668.51

Total This Draw

\$	25,966.85	\$	1,298.34	\$	24,668.51
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Prepared by: **Rose Corvil**

Prepared Date: 09/04/24

Approved by:

**PAY THIS
AMOUNT**

PO# 2252

CWLH-Ph1-Hughes-sitework

Paid			
	Payment Amount	LandDev Retention	Total Payment
App #1	107,196.75	5,359.84	101,836.91
App #2	188,440.30	9,422.02	179,018.29
App #3	336,110.16	16,805.51	319,304.65
App #4	862,587.00	43,129.35	819,457.65
App #5	672,022.34	33,601.12	638,421.22
App #6	1,729,840.85	86,492.04	1,643,348.81
App #7	785,323.41	39,266.17	746,057.24
App #8	544,613.00	27,230.65	517,382.35
App #9	270,255.63	13,512.78	256,742.84
App #10	425,431.09	21,271.55	404,159.54
App #11	299,945.20	14,997.26	284,947.94
App #12	127,800.25	6,390.01	121,410.24
App #13	25,966.85	1,298.34	24,668.51
App #14			
App #15			
App #16			
App #17			
App #18			
App #19			
	6,375,532.83	318,776.64	6,056,756.18

LandDev

Original Contract	7,651,801.15		
CO#1	-647,612.33		
CO#2			
CO#3			
CO#4			
Contract	7,004,188.82		
Less application	(6,375,532.83)		
	628,655.99	318,776.64	947,432.63
			Balance to finish, Including retainage

AIA report

\$947,432.63 App#13

Variance

0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
KH CW Lake Harris LLC
105 NE 1st Street
Delray Beach, FL

PROJECT:
Cresswind - PH1a
PROJECT #: 2023-022-2

APPLICATION NO.: 13
APPLICATION DATE: 8/23/2024
PAY PERIOD: 8/1/24 - 8/31/24
CONTRACT DATE: 7/11/2023

DISTRIBUTION TO:
☒ OWNER
☐ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc
948 Walker Rd
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:
Halff
902 North Sinclair Ave
Tavares, Florida
352-343-9481

PO NO: 2252

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

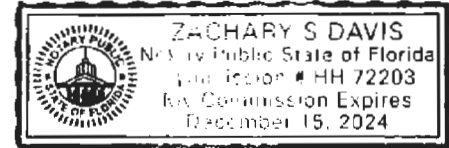
1. ORIGINAL CONTRACT SUM	\$ 7,651,801.15
2. Net change by Change Orders	\$ (647,612.33)
3. Contract Sum To Date (Line 1+2)	\$ 7,004,188.82
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$ 6,375,532.83
5. RETAINAGE:	
a. 5% of completed work	\$ 318,776.64
b. Retainage released to date	\$ -
c. Net retainage held to date	\$ 318,776.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 6,056,756.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 6,032,087.68
8. CURRENT PAYMENT DUE	\$ 24,668.51
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ 947,432.63

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	163,791.17	(811,403.50)
Total approved this month		
TOTALS	163,791.17	(811,403.50)
NET CHANGES by Change Order		(647,612.33)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.
By: Leahad Fine Date: 8/23/24
Project Manager

State of: FLORIDA
County of: SUMTER
Subscribed and sworn to before me
this 23rd day of August, 2024



Notary Public [Signature]
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ Date _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application)

and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer:
By: _____ Date: _____

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
CRESSWIND - PH1A													
61060	Mobilization - Earthwork	Mobilization	1.00	LS	\$ 17,250.00	\$ 17,250.00	0.92	\$ 15,870.00		\$ -	0.92	\$15,870.00	92.00%
61005	Surveying - Construction	Survey & Layout	1.00	LS	\$ 100,735.00	\$ 100,735.00	0.98	\$ 98,720.30		\$ -	0.98	\$98,720.30	98.00%
61005	Surveying - As Builts	As-Builts	1.00	LS	\$ 33,465.00	\$ 33,465.00	0.70	\$ 23,425.50		\$ -	0.7	\$23,425.50	70.00%
61006	NPDES Services	NPDES Monitoring & Maintenance	1.00	LS	\$ 10,350.00	\$ 10,350.00	0.94	\$ 9,729.00	0.06	\$ 621.00	1	\$10,350.00	100.00%
61045	Barricades & Temp Fence	Silt Fence	16,660.00	LF	\$ 2.00	\$ 33,320.00	16660.00	\$ 33,320.00		\$ -	16660	\$33,320.00	100.00%
61045	Barricades & Temp Fence	Inlet Protection	71.00	EA	\$ 90.00	\$ 6,390.00	71.00	\$ 6,390.00		\$ -	71	\$6,390.00	100.00%
61045	Barricades & Temp Fence	Construction Entrance	1.00	LS	\$ 4,715.00	\$ 4,715.00	1.00	\$ 4,715.00		\$ -	1	\$4,715.00	100.00%
		TOTAL GENERAL CONDITIONS				\$ 206,225.00		\$ 192,169.80		\$ 621.00		\$192,790.80	
61050	Clearing	Clearing & Grubbing	62.00	AC	\$ 4,045.00	\$ 250,790.00	62.00	\$ 250,790.00		\$ -	62	\$250,790.00	100.00%
61060	De-Mucking	Dewatering	1.00	LS	\$ 187,800.00	\$ 187,800.00	1.00	\$ 187,800.00		\$ -	1	\$187,800.00	100.00%
61060	Fill Export	Site Excavation (Cut/Fill/Balance)	169,756.00	CY	\$ 3.15	\$ 534,731.40	169756.00	\$ 534,731.40		\$ -	169,756	\$534,731.40	100.00%
61060	Fill Export	Excavate & Stockpile Excess Fill in Adjacent Phase	25,550.00	CY	\$ 3.15	\$ 80,482.50	25550.00	\$ 80,482.50		\$ -	25550	\$80,482.50	100.00%
61060	Building Pads	Fine Grade Lots	122,540.00	SY	\$ 0.65	\$ 79,651.00	122540.00	\$ 79,651.00		\$ -	122540	\$79,651.00	100.00%
61060	Building Pads	Fine Grade Disturbed Areas	101,405.00	SY	\$ 0.65	\$ 65,913.25	101405.00	\$ 65,913.25		\$ -	101405	\$65,913.25	100.00%
61060	Building Pads	Fine Grade ROW	23,965.00	SY	\$ 0.65	\$ 15,577.25	23965.00	\$ 15,577.25		\$ -	23965	\$15,577.25	100.00%
61060	Building Pads	Fine Grade DRA	6,455.00	SY	\$ 0.70	\$ 4,518.50	6455.00	\$ 4,518.50		\$ -	6455	\$4,518.50	100.00%
61060	Building Pads	Fine Grade Slopes/Swales	14,165.00	SY	\$ 0.70	\$ 9,915.50	14165.00	\$ 9,915.50		\$ -	14165	\$9,915.50	100.00%
		TOTAL EARTHWORK				\$ 1,229,379.40		\$ 1,229,379.40		\$ -		\$1,229,379.40	
61050	Lot Stabilization (Seeding)	Seed Entire Back of Curb	16,360.00	SY	\$ 3.10	\$ 50,918.00	0.00	\$ -		\$ -	0	\$0.00	0.00%
61050	Lot Stabilization (Seeding)	Seed Slopes, Swales & DRA Sideslopes	20,620.00	SY	\$ 3.10	\$ 63,922.00	13720.00	\$ 42,532.00		\$ -	13720	\$42,532.00	66.54%
61050	Lot Stabilization (Seeding)	Seed & Mulch Lots	122,540.00	SY	\$ 0.35	\$ 42,889.00	0.00	\$ -		\$ -	0	\$0.00	0.00%
61050	Lot Stabilization (Seeding)	Seed & Mulch Disturbed Areas	101,405.00	SY	\$ 0.35	\$ 35,491.75	0.00	\$ -		\$ -	0	\$0.00	0.00%
		TOTAL GRASSING				\$ 199,218.75		\$ 42,532.00		\$ -		\$42,532.00	
61060	Retaining Walls - Lots	Retaining Wall	1,831.00	SF	\$ 41.25	\$ 75,528.75	1831.00	\$ 75,528.75		\$ -	1831	\$75,528.75	100.00%
61060	Retaining Walls - Lots	Commercial Handrail (Black Aluminum)	275.00	LF	\$ 73.05	\$ 20,088.75	275.00	\$ 20,088.75		\$ -	275	\$20,088.75	100.00%
		TOTAL RETAINING WALL				\$ 95,617.50		\$ 95,617.50		\$ -		\$95,617.50	
61080	First Lift	1.5" SP-9.5 Asphalt	15,750.00	SY	\$ 16.05	\$ 252,787.50	15750.00	\$ 252,787.50		\$ -	15750	\$252,787.50	100.00%
61080	Sub-Base	6" Limerock Base Course	15,750.00	SY	\$ 15.95	\$ 251,212.50	15750.00	\$ 251,212.50		\$ -	15750	\$251,212.50	100.00%
61080	Sub-Base	12" Stabilized Subgrade	21,140.00	SY	\$ 12.10	\$ 255,794.00	21140.00	\$ 255,794.00		\$ -	21140	\$255,794.00	100.00%
61080	Sidewalks - Common Area	Concrete Sidewalk (Common Areas Only)	15,030.00	SF	\$ 7.50	\$ 112,725.00	10215.00	\$ 76,612.50		\$ -	10215	\$76,612.50	67.96%
61080	Sidewalks - Common Area	8' Sidewalk	320.00	SF	\$ 9.30	\$ 2,976.00	0.00	\$ -		\$ -	0	\$0.00	0.00%
61080	Sidewalks - Common Area	ADA Handicap Ramp	25.00	EA	\$ 1,495.00	\$ 37,375.00	12.00	\$ 17,940.00	8.00	\$ 11,960.00	20	\$29,900.00	80.00%
61080	Curbing	Type Miami Curb	10,920.00	LF	\$ 21.25	\$ 232,925.00	10820.00	\$ 229,925.00		\$ -	10820	\$229,925.00	100.00%
61080	Curbing	Type D Curb	85.00	LF	\$ 30.15	\$ 2,562.75	0.00	\$ -		\$ -	0	\$0.00	0.00%
61080	Curbing	Valley Gutter	165.00	LF	\$ 40.25	\$ 6,641.25	165.00	\$ 6,641.25		\$ -	165	\$6,641.25	100.00%
61080	Striping - First Lift	Striping & Signage	1.00	LS	\$ 55,325.00	\$ 55,325.00	0.00	\$ -	0.19	\$ 10,511.75	0.19	\$10,511.75	18.00%
		TOTAL ROADWAY				\$ 1,207,324.00		\$ 1,090,912.75		\$ 22,471.75		\$1,113,384.50	
61065	Storm Water Drainage	18" RCP	3,005.00	LF	\$ 87.25	\$ 262,186.25	3005.00	\$ 262,186.25		\$ -	3005	\$262,186.25	100.00%
61065	Storm Water Drainage	24" RCP	1,705.00	LF	\$ 115.95	\$ 197,694.75	1705.00	\$ 197,694.75		\$ -	1705	\$197,694.75	100.00%
61065	Storm Water Drainage	30" RCP	570.00	LF	\$ 157.25	\$ 89,632.50	570.00	\$ 89,632.50		\$ -	570	\$89,632.50	100.00%
61065	Storm Water Drainage	36" RCP	200.00	LF	\$ 201.55	\$ 40,310.00	200.00	\$ 40,310.00		\$ -	200	\$40,310.00	100.00%

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
61065	Storm Water Drainage	42" RCP	910.00	LF	\$ 277.50	\$ 252,525.00	910.00	\$ 252,525.00		\$ -	910	\$252,525.00	100.00%
61065	Storm Water Drainage	18" MES	1.00	EA	\$ 1,705.00	\$ 1,705.00	1.00	\$ 1,705.00		\$ -	1	\$1,705.00	100.00%
61065	Storm Water Drainage	42" MES	3.00	EA	\$ 5,620.00	\$ 16,860.00	3.00	\$ 16,860.00		\$ -	3	\$16,860.00	100.00%
61065	Storm Water Drainage	Type P-8 Curb Inlet	47.00	EA	\$ 8,540.00	\$ 401,380.00	47.00	\$ 401,380.00		\$ -	47	\$401,380.00	100.00%
61065	Storm Water Drainage	Type J-S Curb Inlet	9.00	EA	\$ 12,530.00	\$ 112,770.00	9.00	\$ 112,770.00		\$ -	9	\$112,770.00	100.00%
61065	Storm Water Drainage	Free Standing Skimmer	1.00	EA	\$ 7,985.00	\$ 7,985.00	1.00	\$ 7,985.00		\$ -	1	\$7,985.00	100.00%
61065	Storm Water Drainage	Type P Manhole	4.00	EA	\$ 5,220.00	\$ 20,880.00	4.00	\$ 20,880.00		\$ -	4	\$20,880.00	100.00%
61065	Storm Water Drainage	Type J Manhole	1.00	EA	\$ 8,285.00	\$ 8,285.00	1.00	\$ 8,285.00		\$ -	1	\$8,285.00	100.00%
61065	Storm Water Drainage	MES Splash Pad	4.00	EA	\$ 1,210.00	\$ 4,840.00	4.00	\$ 4,840.00		\$ -	4	\$4,840.00	100.00%
61065	Storm Water Drainage	Concrete Weir	305.00	SF	\$ 115.05	\$ 35,090.25	305.00	\$ 35,090.25		\$ -	305	\$35,090.25	100.00%
61065	Storm Water Drainage	Testing	6,390.00	LF	\$ 4.95	\$ 31,630.50	6,390.00	\$ 31,630.50		\$ -	6,390	\$31,630.50	100.00%
		TOTAL STORM				\$ 1,483,774.25		\$ 1,483,774.25		\$ -		\$1,483,774.25	
61065	Waste Water Collection	8" Sanitary Sewer (8'-6")	680.00	LF	\$ 62.50	\$ 42,500.00	680.00	\$ 42,500.00		\$ -	680	\$42,500.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (8'-8")	2,245.00	LF	\$ 65.80	\$ 147,721.00	2,245.00	\$ 147,721.00		\$ -	2,245	\$147,721.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (8'-10")	1,120.00	LF	\$ 70.20	\$ 78,624.00	1,120.00	\$ 78,624.00		\$ -	1,120	\$78,624.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (10'-12")	445.00	LF	\$ 76.35	\$ 33,975.75	445.00	\$ 33,975.75		\$ -	445	\$33,975.75	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (12'-14")	300.00	LF	\$ 86.55	\$ 25,665.00	300.00	\$ 25,665.00		\$ -	300	\$25,665.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (14'-16")	270.00	LF	\$ 137.10	\$ 37,017.00	270.00	\$ 37,017.00		\$ -	270	\$37,017.00	100.00%
61065	Waste Water Collection	8" Sanitary Sewer (16'-18")	155.00	LF	\$ 183.55	\$ 28,450.25	155.00	\$ 28,450.25		\$ -	155	\$28,450.25	100.00%
61065	Waste Water Collection	Sanitary Manhole (8'-6")	4.00	EA	\$ 5,690.00	\$ 22,760.00	4.00	\$ 22,760.00		\$ -	4	\$22,760.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (8'-8")	11.00	EA	\$ 6,430.00	\$ 70,730.00	11.00	\$ 70,730.00		\$ -	11	\$70,730.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (8'-8") w/ Liner	2.00	EA	\$ 16,795.00	\$ 33,590.00	2.00	\$ 33,590.00		\$ -	2	\$33,590.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (8'-10")	5.00	EA	\$ 7,720.00	\$ 45,320.00	5.00	\$ 45,320.00		\$ -	5	\$45,320.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (10'-12")	2.00	EA	\$ 8,950.00	\$ 17,900.00	2.00	\$ 17,900.00		\$ -	2	\$17,900.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (12'-14") w/ Liner	1.00	EA	\$ 23,780.00	\$ 23,780.00	1.00	\$ 23,780.00		\$ -	1	\$23,780.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (16'-18")	1.00	EA	\$ 18,930.00	\$ 18,930.00	1.00	\$ 18,930.00		\$ -	1	\$18,930.00	100.00%
61065	Waste Water Collection	Sanitary Manhole (18'-20")	1.00	EA	\$ 19,425.00	\$ 19,425.00	1.00	\$ 19,425.00		\$ -	1	\$19,425.00	100.00%
61065	Waste Water Collection	Single Service	149.00	EA	\$ 1,395.00	\$ 207,855.00	149.00	\$ 207,855.00		\$ -	149	\$207,855.00	100.00%
61065	Waste Water Collection	Sanitary Sewer Testing	5,215.00	LF	\$ 5.00	\$ 26,075.00	5,215.00	\$ 26,075.00		\$ -	5,215	\$26,075.00	100.00%
		TOTAL SANITARY				\$ 881,318.00		\$ 881,318.00		\$ -		\$881,318.00	
61065	Water Distribution	Connect to Existing	1.00	EA	\$ 1,355.00	\$ 1,355.00	1.00	\$ 1,355.00		\$ -	1	\$1,355.00	100.00%
61065	Water Distribution	8" PVC Watermain	5,895.00	LF	\$ 46.25	\$ 272,643.75	5,895.00	\$ 272,643.75		\$ -	5,895	\$272,643.75	100.00%
61065	Water Distribution	8" DIP Watermain	355.00	LF	\$ 54.80	\$ 23,004.00	355.00	\$ 23,004.00		\$ -	355	\$23,004.00	100.00%
61065	Water Distribution	8" Gate Valve	16.00	EA	\$ 2,605.00	\$ 41,680.00	16.00	\$ 41,680.00		\$ -	16	\$41,680.00	100.00%
61065	Water Distribution	Fillings	1.00	LS	\$ 39,500.00	\$ 39,500.00	1.00	\$ 39,500.00		\$ -	1	\$39,500.00	100.00%
61065	Water Distribution	Single Service	34.00	EA	\$ 1,230.00	\$ 41,820.00	31.00	\$ 38,130.00	0.48	\$ 590.40	31.48	\$38,720.40	92.59%
61065	Water Distribution	Double Service	57.00	EA	\$ 2,080.00	\$ 118,560.00	52.00	\$ 108,160.00	0.41	\$ 852.80	52.41	\$109,012.80	91.95%
61065	Water Distribution	ARV Assembly	6.00	EA	\$ 6,690.00	\$ 39,480.00	6.00	\$ 39,480.00		\$ -	6	\$39,480.00	100.00%
61065	Water Distribution	Fire Hydrant Assembly	7.00	EA	\$ 7,345.00	\$ 51,415.00	7.00	\$ 51,415.00		\$ -	7	\$51,415.00	100.00%
61065	Water Distribution	Blow-Off Assembly	6.00	EA	\$ 1,290.00	\$ 7,740.00	3.00	\$ 3,870.00		\$ -	3	\$3,870.00	50.00%
61065	Water Distribution	Testing	6,250.00	LF	\$ 4.45	\$ 27,812.50	6,250.00	\$ 27,812.50		\$ -	6,250	\$27,812.50	100.00%
		TOTAL WATERMAIN				\$ 665,010.25		\$ 647,050.25		\$ 1,443.20		\$648,493.45	
61065	Reclaimed Water	Connect to Existing	1.00	EA	\$ 1,355.00	\$ 1,355.00	1.00	\$ 1,355.00		\$ -	1	\$1,355.00	100.00%
61065	Reclaimed Water	8" PVC Reclaim	6,130.00	LF	\$ 46.25	\$ 283,512.50	6,130.00	\$ 283,512.50		\$ -	6,130	\$283,512.50	100.00%

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
61065	Reclaimed Water	8" DIP Reclaim	440.00	LF	\$ 64.80	\$ 28,512.00	440.00	\$ 28,512.00		\$ -	440	\$28,512.00	100.00%
61065	Reclaimed Water	8" Gate Valve	16.00	EA	\$ 2,625.00	\$ 42,000.00	16.00	\$ 42,000.00		\$ -	16	\$42,000.00	100.00%
61065	Reclaimed Water	Fittings	1.00	LS	\$ 34,025.00	\$ 34,025.00	1.00	\$ 34,025.00		\$ -	1	\$34,025.00	100.00%
61065	Reclaimed Water	Single Service	27.00	EA	\$ 1,230.00	\$ 33,210.00	25.00	\$ 30,750.00	0.47	\$ 578.10	25.47	\$31,328.10	94.33%
61065	Reclaimed Water	Double Service	62.00	EA	\$ 2,080.00	\$ 128,960.00	57.00	\$ 118,560.00	0.41	\$ 852.80	57.41	\$119,412.80	92.60%
61065	Reclaimed Water	ARV Assembly	6.00	EA	\$ 5,845.00	\$ 35,070.00	6.00	\$ 35,070.00		\$ -	6	\$35,070.00	100.00%
61065	Reclaimed Water	Blow-Off Assembly	6.00	EA	\$ 1,290.00	\$ 7,740.00	2.50	\$ 3,225.00		\$ -	2.5	\$3,225.00	41.67%
61065	Reclaimed Water	Testing	6,570.00	LF	\$ 2.15	\$ 14,125.50	6570.00	\$ 14,125.50		\$ -	6570	\$14,125.50	100.00%
		TOTAL RECLAIM				\$ 608,510.00		\$ 591,135.50		\$ 1,430.90		\$592,565.90	
61080	Sub-Base	Full Depth Limerock Base	2,790.00	SY	\$ 39.25	\$ 109,507.50	2790.00	\$ 109,507.50		\$ -	2790	\$109,507.50	100.00%
61080	First Lift	2 5" SP-12.5 Asphalt	2,790.00	SY	\$ 34.60	\$ 96,534.00	2790.00	\$ 96,534.00		\$ -	2790	\$96,534.00	100.00%
61080	First Lift	1" FC-9.5 Asphalt	4,290.00	SY	\$ 15.60	\$ 66,924.00	4290.00	\$ 66,924.00		\$ -	4290	\$66,924.00	100.00%
61080	First Lift	Mill Existing Asphalt	1,500.00	SY	\$ 5.25	\$ 7,875.00	1500.00	\$ 7,875.00		\$ -	1500	\$7,875.00	100.00%
61080	Curbing	Type D Curb	310.00	LF	\$ 40.25	\$ 12,477.50	310.00	\$ 12,477.50		\$ -	310	\$12,477.50	100.00%
61080	Curbing	Type A Curb	490.00	LF	\$ 40.25	\$ 19,722.50	490.00	\$ 19,722.50		\$ -	490	\$19,722.50	100.00%
61080	Curbing	Type F Curb	1,210.00	LF	\$ 24.00	\$ 29,040.00	1210.00	\$ 29,040.00		\$ -	1210	\$29,040.00	100.00%
61080	Curbing	Type RA Curb	425.00	LF	\$ 24.15	\$ 10,263.75	425.00	\$ 10,263.75		\$ -	425	\$10,263.75	100.00%
61080	Curbing	Type Ribbon Curb	1,065.00	LF	\$ 27.05	\$ 28,808.25	1065.00	\$ 28,808.25		\$ -	1065	\$28,808.25	100.00%
61080	Curbing	ADA Handicap Ramp	8.00	EA	\$ 2,685.00	\$ 21,480.00	8.00	\$ 21,480.00		\$ -	8	\$21,480.00	100.00%
61080	Concrete Pavers	Brick Pavers	5,470.00	SF	\$ 10.95	\$ 59,896.50	5470.00	\$ 59,896.50		\$ -	5470	\$59,896.50	100.00%
61080	Sidewalks - Common Area	Offsite Sidewalk	14,890.00	SF	\$ 7.50	\$ 111,675.00	14890.00	\$ 111,675.00		\$ -	14890	\$111,675.00	100.00%
61080	Traffic Maintenance	ROW Restoration	3,960.00	SY	\$ 3.95	\$ 15,642.00	3960.00	\$ 15,642.00		\$ -	3960	\$15,642.00	100.00%
61080	Traffic Maintenance	Maintenance of Traffic	1.00	LS	\$ 69,050.00	\$ 69,050.00	1.00	\$ 69,050.00		\$ -	1	\$69,050.00	100.00%
61080	Traffic Maintenance	Striping & Signage	1.00	LS	\$ 36,545.00	\$ 36,545.00	1.00	\$ 36,545.00		\$ -	1	\$36,545.00	100.00%
		TOTAL OFFSITE ROADWAY				\$ 695,441.00		\$ 695,441.00		\$ -		\$695,441.00	
61065	Water Distribution	Connect to Existing	2.00	EA	\$ 1,480.00	\$ 2,960.00	2.00	\$ 2,960.00		\$ -	2	\$2,960.00	100.00%
61065	Water Distribution	Temporary Jumper Connection	1.00	EA	\$ 2,155.00	\$ 2,155.00	1.00	\$ 2,155.00		\$ -	1	\$2,155.00	100.00%
61065	Water Distribution	8" PVC Watermain	20.00	LF	\$ 69.05	\$ 1,381.00	20.00	\$ 1,381.00		\$ -	20	\$1,381.00	100.00%
61065	Water Distribution	12" PVC Watermain	960.00	LF	\$ 136.35	\$ 130,896.00	960.00	\$ 130,896.00		\$ -	960	\$130,896.00	100.00%
61065	Water Distribution	12" DIP Watermain	140.00	LF	\$ 169.70	\$ 23,758.00	140.00	\$ 23,758.00		\$ -	140	\$23,758.00	100.00%
61065	Water Distribution	8" Gate Valve	1.00	EA	\$ 2,625.00	\$ 2,625.00	1.00	\$ 2,625.00		\$ -	1	\$2,625.00	100.00%
61065	Water Distribution	Relocate Existing Fire Hydrant Assembly	1.00	EA	\$ 5,725.00	\$ 5,725.00	1.00	\$ 5,725.00		\$ -	1	\$5,725.00	100.00%
61065	Water Distribution	Fittings	1.00	LS	\$ 16,970.00	\$ 16,970.00	1.00	\$ 16,970.00		\$ -	1	\$16,970.00	100.00%
61065	Water Distribution	Testing	1,120.00	LF	\$ 4.45	\$ 4,984.00	1120.00	\$ 4,984.00		\$ -	1120	\$4,984.00	100.00%
		TOTAL OFFSITE WATERMAIN				\$ 191,454.00		\$ 191,454.00		\$ -		\$191,454.00	
61065	Water Distribution	Connect to Existing	1.00	EA	\$ 2,155.00	\$ 2,155.00	1.00	\$ 2,155.00		\$ -	1	\$2,155.00	100.00%
61065	Water Distribution	8" PVC Reclaim	120.00	LF	\$ 73.15	\$ 8,778.00	120.00	\$ 8,778.00		\$ -	120	\$8,778.00	100.00%
61065	Water Distribution	8" DIP Reclaim	70.00	LF	\$ 107.75	\$ 7,542.50	70.00	\$ 7,542.50		\$ -	70	\$7,542.50	100.00%
61065	Water Distribution	16" PVC Reclaim	760.00	LF	\$ 167.60	\$ 127,376.00	760.00	\$ 127,376.00		\$ -	760	\$127,376.00	100.00%
61065	Water Distribution	8" Gate Valve	1.00	EA	\$ 2,625.00	\$ 2,625.00	1.00	\$ 2,625.00		\$ -	1	\$2,625.00	100.00%
61065	Water Distribution	16" Butterfly Valve	1.00	EA	\$ 5,285.00	\$ 5,285.00	1.00	\$ 5,285.00		\$ -	1	\$5,285.00	100.00%
61065	Water Distribution	1" Service	1.00	EA	\$ 1,230.00	\$ 1,230.00	1.00	\$ 1,230.00		\$ -	1	\$1,230.00	100.00%
61065	Water Distribution	3" Meter Assembly	1.00	EA	\$ 17,475.00	\$ 17,475.00	1.00	\$ 17,475.00		\$ -	1	\$17,475.00	100.00%
61065	Water Distribution	Fittings	1.00	LS	\$ 14,020.00	\$ 14,020.00	1.00	\$ 14,020.00		\$ -	1	\$14,020.00	100.00%

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
61065	Water Distribution	Testing	950.00	LF	\$ 2.15	\$ 2,042.50	950.00	\$ 2,042.50		\$ -	950	\$2,042.50	100.00%
		TOTAL OFFSITE RECLAIM				\$ 188,529.00		\$ 188,529.00		\$ -		\$188,529.00	
		TOTAL CRESSWIND - PH1A				\$ 7,851,801.15		\$ 7,329,312.95		\$ 25,966.85		\$7,355,279.80	
		CHANGE ORDERS											
		CHANGE ORDER 1 (PO 2252, CO #1)											
61065	Water Distribution	Covert Type P 5/6 to V Inlet	3.00	EA	\$ 1,151.15	\$ 3,453.45	3.00	\$ 3,453.45		\$ -	3	\$3,453.45	100.00%
		TOTAL CHANGE ORDER #1				\$ 3,453.45		\$ 3,453.45		\$ -		\$3,453.45	
		CHANGE ORDER 2 (PO 2252, CO #3)											
61060	Mobilization - Earthwork	Access Road for Home Builders	1.00	LS	\$ 12,365.76	\$ 12,365.76	1.00	\$ 12,365.76		\$ -	1	\$12,365.76	100.00%
		TOTAL CHANGE ORDER #2				\$ 12,365.76		\$ 12,365.76		\$ -		\$12,365.76	
		CHANGE ORDER 3 (PO 2252, CO #3)											
61070	Electric	2" SECO Conduit (Material supplied by SECO)	2,000.00	LF	\$ 10.75	\$ 21,500.00	2000.00	\$ 21,500.00		\$ -	2000	\$21,500.00	100.00%
61070	Electric	4" SECO Conduit (Material supplied by SECO)	960.00	LF	\$ 12.65	\$ 12,144.00	960.00	\$ 12,144.00		\$ -	960	\$12,144.00	100.00%
61070	Electric	2" Conduit Crossings (Material supplied by HBC) (Bluestream)	1,950.00	LF	\$ 15.20	\$ 29,640.00	1950.00	\$ 29,640.00		\$ -	1950	\$29,640.00	100.00%
61070	Electric	2" Conduit Crossings (Material supplied by HBC) (Irrigation)	1,850.00	LF	\$ 13.00	\$ 24,050.00	1850.00	\$ 24,050.00		\$ -	1850	\$24,050.00	100.00%
61070	Electric	Conduit Crossing Survey/Layout	1.00	LS	\$ 4,750.00	\$ 4,750.00	1.00	\$ 4,750.00		\$ -	1	\$4,750.00	100.00%
		TOTAL CHANGE ORDER #3				\$ 92,084.00		\$ 92,084.00		\$ -		\$92,084.00	
		CHANGE ORDER #4 OFFSITE ROADWAY											
61065	Offsite Roadway	Testing	(1,120.00)	LF	\$ 4.45	\$ (4,984.00)	-1120.00	\$ (4,984.00)		\$ -	-1120	-\$4,984.00	100.00%
61080	Offsite Roadway	Full Depth Limerock Base	(2,790.00)	SY	\$ 39.25	\$ (109,507.50)	-2790.00	\$ (109,507.50)		\$ -	-2790	-\$109,507.50	100.00%
61080	Offsite Roadway	2.5" SP-12.5 Asphalt	(2,790.00)	SY	\$ 34.60	\$ (96,534.00)	-2790.00	\$ (96,534.00)		\$ -	-2790	-\$96,534.00	100.00%
61080	Offsite Roadway	1" FC-9.5 Asphalt	(4,290.00)	SY	\$ 15.60	\$ (66,924.00)	-4290.00	\$ (66,924.00)		\$ -	-4290	-\$66,924.00	100.00%
61080	Offsite Roadway	Mill Existing Asphalt	(1,500.00)	SY	\$ 5.25	\$ (7,875.00)	-1500.00	\$ (7,875.00)		\$ -	-1500	-\$7,875.00	100.00%
61080	Offsite Roadway	Type D Curb	(310.00)	LF	\$ 40.25	\$ (12,477.50)	-310.00	\$ (12,477.50)		\$ -	-310	-\$12,477.50	100.00%
61080	Offsite Roadway	Type A Curb	(490.00)	LF	\$ 40.25	\$ (19,722.50)	-490.00	\$ (19,722.50)		\$ -	-490	-\$19,722.50	100.00%
61080	Offsite Roadway	Type F Curb	(890.00)	LF	\$ 24.00	\$ (21,360.00)	-890.00	\$ (21,360.00)		\$ -	-890	-\$21,360.00	100.00%
61080	Offsite Roadway	Type RA Curb	(425.00)	LF	\$ 24.15	\$ (10,263.75)	-425.00	\$ (10,263.75)		\$ -	-425	-\$10,263.75	100.00%
61080	Offsite Roadway	Type Ribbon Curb	(1,065.00)	LF	\$ 27.05	\$ (28,808.25)	-1065.00	\$ (28,808.25)		\$ -	-1065	-\$28,808.25	100.00%
61080	Offsite Roadway	ADA Handicap Ramp	(8.00)	EA	\$ 2,685.00	\$ (21,480.00)	-8.00	\$ (21,480.00)		\$ -	-8	-\$21,480.00	100.00%
61080	Offsite Roadway	Brick Pavers	(5,470.00)	SF	\$ 10.95	\$ (59,896.50)	-5470.00	\$ (59,896.50)		\$ -	-5470	-\$59,896.50	100.00%
61080	Offsite Roadway	Offsite Sidewalk	(14,890.00)	SF	\$ 7.50	\$ (111,675.00)	-14890.00	\$ (111,675.00)		\$ -	-14890	-\$111,675.00	100.00%
61080	Offsite Roadway	ROW Restoration	(3,960.00)	SY	\$ 3.95	\$ (15,642.00)	-3960.00	\$ (15,642.00)		\$ -	-3960	-\$15,642.00	100.00%
61080	Offsite Roadway	Maintenance of Traffic	(1.00)	LS	\$ 69,050.00	\$ (69,050.00)	-1.00	\$ (69,050.00)		\$ -	-1	-\$69,050.00	100.00%
61080	Offsite Roadway	Striping & Signage	(1.00)	LS	\$ 36,545.00	\$ (36,545.00)	-1.00	\$ (36,545.00)		\$ -	-1	-\$36,545.00	100.00%
61065	Offsite Reclaim	16" PVC Reclaim	(560.00)	LF	\$ 167.60	\$ (93,856.00)	-560.00	\$ (93,856.00)		\$ -	-560	-\$93,856.00	100.00%
61065	Offsite Reclaim	16" Butterfly Valve	(1.00)	EA	\$ 5,285.00	\$ (5,285.00)	-1.00	\$ (5,285.00)		\$ -	-1	-\$5,285.00	100.00%
61065	Offsite Reclaim	3" Meter Assembly	(1.00)	EA	\$ 17,475.00	\$ (17,475.00)	-1.00	\$ (17,475.00)		\$ -	-1	-\$17,475.00	100.00%
61065	Offsite Reclaim	Testing	(950.00)	LF	\$ 2.15	\$ (2,042.50)	-950.00	\$ (2,042.50)		\$ -	-950	-\$2,042.50	100.00%
		TOTAL OFFSITE WATERMAIN CHANGE ORDER #4				-\$811,403.50		-\$811,403.50		\$ -		-\$811,403.50	
		CHANGE ORDER 5 (PO 2253, CO #5)											
610801	Street Signs	On-Site Sign Upgrade to Deco (ADD)	1.00	LS	\$ 40,077.50	\$ 40,077.50	0.00	\$ -		\$ -	0	\$0.00	0.00%

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
61080	Asphalt 2nd Lift	2" Asphalt Paving(2.1" Lifts) SP-B 5C (ADD)	15,843.00	SY	\$ 20.82	\$ 329,772.05	1811.91	\$ 37,714.91		\$ -	1811.91	\$37,714.91	11.44%
61081	Asphalt 2nd Lift	Asphalt Paving, 1.5" (1 Lifts) SP-B 5C (DEDUCT)	(15,843.00)	SY	\$ 16.05	\$ (254,280.15)	-15843.00	\$ (254,280.15)		\$ -	-15843.00	-\$254,280.15	100.00%
61081	Asphalt 2nd Lift	Fine Grade (ADD)	8,731.89	SY	\$ 2.88	\$ 25,104.18	8731.89	\$ 25,104.18		\$ -	8731.89	\$25,104.18	100.00%
61082	Asphalt 2nd Lift	Track (ADD)	7,526.00	SY	\$ 0.30	\$ 2,257.80	7526.00	\$ 2,257.80		\$ -	7526.00	\$2,257.80	100.00%
61060	Retaining Wall	Retaining Wall Credit (DEDUCT)	1,831.00	SF	\$ (41.25)	\$ (75,528.75)	1831.00	\$ (75,528.75)		\$ -	1831.00	-\$75,528.75	100.00%
61060	Retaining Wall	Retaining Wall Credit (DEDUCT)	275.00	LF	\$ (73.05)	\$ (20,088.75)	275.00	\$ (20,088.75)		\$ -	275.00	-\$20,088.75	100.00%
61060	Retaining Wall	Engineering (ADD)	1.00	LS	\$ 4,928.58	\$ 4,928.58	1.00	\$ 4,928.58		\$ -	1.00	\$4,928.58	100.00%
61060	Retaining Wall	Permitting Cost Incurred to date (ADD)	1.00	LS	\$ 3,645.50	\$ 3,645.50	1.00	\$ 3,645.50		\$ -	1.00	\$3,645.50	100.00%
		TOTAL CHANGE ORDER 5				\$ 55,887.96		\$ (284,620.76)		\$ -		\$ (275,245.58)	
		GRAND TOTAL CHANGE ORDERS (1-5)				\$ (647,612.33)		\$ (176,917.65)		\$ -		\$ (979,746.97)	
		TOTAL CRESSWIND - PH1A + CO's				\$ 7,004,188.82		\$ 7,152,395.40		\$ 25,986.85		\$ 6,375,532.83	
		STORED MATERIALS											
61065	Waste Water Collection	PH 1A Sanitary Material (October)	1.00	LS	\$ 5,024.92	\$ 5,024.92	0.00	\$ -		\$ -	0.00	\$0.00	0.00%
61065	Storm Water Drainage	PH 1A Storm Structures (October)	1.00	LS	\$ 26,067.74	\$ 26,067.74	0.00	\$ -		\$ -	0.00	\$0.00	0.00%
61065	Storm Water Drainage	PH 1A Storm Pipe (October)	1.00	LS	\$ 40,102.80	\$ 40,102.80	0.00	\$ -		\$ -	0.00	\$0.00	0.00%
61065	Waste Water Collection	PH 1A Sanitary Structures (November)	1.00	LS	\$ 43,159.69	\$ 43,159.69	0.00	\$ -		\$ -	0.00	\$0.00	0.00%
61065	Storm Water Drainage	PH 1A Storm Structures (November)	1.00	LS	\$ 95,827.91	\$ 95,827.91	0.00	\$ -		\$ -	0.00	\$0.00	0.00%
61065	Storm Water Drainage	PH 1A Storm Pipe (November)	1.00	LS	\$ 47,370.86	\$ 47,370.86	0.00	\$ -		\$ -	0.00	\$0.00	0.00%
		TOTAL STORED MATERIALS				\$ 257,553.92		\$ -		\$ -		\$0.00	
		GRAND TOTAL CRESSWIND - PH1A				\$ 7,004,188.82		\$ 7,152,395.40		\$ 25,986.85		\$6,375,532.83	91.02%

RETAINAGE \$ 1,298.34
TOTAL EARNED \$ 24,668.51

WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 24,668.51,
hereby waives and releases its lien and right to claim for labor, services, or materials
furnished through August 31st, 2024,
to KH CW Lake Harris LLC,
on the job of Cresswind Ph1A,
to the following property:

Cresswind at Lake Harris Phase 1A – Parcel No: 35-19-25-0002-000-00200 & 35-10-25-0001-000-00600
Sections 35 & 36 Twp 19S Rg 25E Tavares (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 23rd, 20 24.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: [Signature]

Name: Chad Hughes

Title: President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 23rd day of August, 20 24 by Chad Hughes, President of Hughes Brother Construction, on behalf of the corporation. He (she) is ☐ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Amanda Guertlin
Notary Public
State of Florida
Comm# HH066056
Expires 12/14/2024

[Signature]
Notary Public Signature

(Name typed, printed or stamped)
My Commission Expires: _____

KOLTER

Check Request

KH CW Lake Harris LLC

Vendor Name	Hughes Brothers Construction Inc
Vendor Code	HUBRCO
Invoice #	2362/App5
Invoice Date	5/31/2024
APPLY TO PO #	2362

Special Handling Instructions

Additional Information

5%

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
		\$ 17,689.05	\$ 884.45	\$ - \$ 16,804.59
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total This Draw		\$ 17,689.05	\$ 884.45	\$ 16,804.59

Total This Draw

\$ 17,689.05	\$ 884.45	\$ 16,804.59
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**PAY THIS
AMOUNT**

Prepared by: Rose Corvil

Prepared Date: 05/30/24

Approved by: _____

PO# 2362

CWLH-Ph1B-Hughes-sitework

Paid			
	Payment Amount	LandDev Retention	Total Payment
App #1	70,355.80	3,517.79	66,838.01
App #2	28,748.75	1,437.44	27,311.31
App #3	73,053.75	3,652.69	69,401.06
App #4	5,292.00	264.60	5,027.39
App #5	17,689.05	884.45	16,804.60
App #6			-
App #7			-
App #8			-
App #9			-
App #10			-
App #11			-
App #12			-
App #13			-
App #14			-
App #15			-
App #16			-
App #17			-
App #18			-
App #19			-
	195,139.35	9,756.97	185,382.37

LandDev

Original Contract	246,907.60		
CO#1	0.00		
CO#2			
CO#3			
CO#4			
Contract	246,907.60		
Less application	(195,139.35)		
	51,768.25	9,756.97	61,525.22
			Balance to finish, Including retainage

AIA report \$61,525.22 App#5

Variance (0.00)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
KH CW Lake Harris LLC
105 NE 1st Street
Delray Beach, FL

PROJECT:
Cresswind - PH1b
PROJECT #: 2023-022-4

APPLICATION NO.: 5
APPLICATION DATE: 5/25/2024

PAY PERIOD: 5/1/24 - 5/31/24

CONTRACT DATE: 11/13/2023

PO NO: 2362

DISTRIBUTION TO:
☒ OWNER
☐ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc.
948 Walker Rd.
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:
Halff
902 North Sinclair Ave.
Tavares, Florida
352-343-8481

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM		\$ 246,907.60
2. Net change by Change Orders		\$ -
3. Contract Sum To Date (Line 1+2)		\$ 246,907.60
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)		\$ 195,139.35
5. RETAINAGE:		
a. 5% of completed work		\$ 9,756.97
b. Retainage released to date		\$ -
c. Net retainage held to date		\$ 9,756.97
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		\$ 185,382.38
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		\$ 168,577.79
8. CURRENT PAYMENT DUE		\$ 16,804.59
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$	61,525.22

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS	-	-
NET CHANGES by Change Order		-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: Rhett J. Nielsen
Project Manager

Date: 5/24/24

State of: FLORIDA
County of: SUMTER
Subscribed and sworn to before me
this 25th day of May, 2024



Notary Public Rachael Mundorff
My Commission expires: 2/28/25

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract

Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ **Date:** _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer:

By: _____ Date: _____

SCHEDULE OF VALUES

ACTIVITY CODE	RESOURCE NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
							Qty	Amount	Qty	Amount	Qty	Amount	
CRESSWIND - PH1B													
61045	Barricades & Temp Fence	Silt Fence	5,500.00	LF	\$ 2.00	\$ 11,000.00	2250	\$ 4,500.00		\$ -	2250	\$ 4,500.00	40.91%
61045	Barricades & Temp Fence	Inlet Protection	2.00	EA	\$ 90.00	\$ 180.00	1.8	\$ 162.00		\$ -	1.8	\$ 162.00	90.00%
		TOTAL GENERAL CONDITIONS				\$ 11,180.00		\$ 4,662.00		\$ -		\$ 4,662.00	
61050	Clearing	Clearing & Grubbing	16.00	AC	\$ 4,045.00	\$ 64,720.00	15	\$ 60,675.00	1.00	\$ 4,045.00	16	\$ 64,720.00	100.00%
61060	De-Mucking	Dewatering	1.00	LS	\$ 11,000.00	\$ 11,000.00	0.9	\$ 9,900.00	0.1	\$ 1,100.00	1	\$ 11,000.00	100.00%
61060	Fill Export	Site Excavation (Cut/Fill/Balance)	29,002.00	CY	\$ 3.15	\$ 91,356.30	25415	\$ 80,057.25	3,587.00	\$ 11,298.05	29002	\$ 91,356.30	100.00%
61060	Fill Export	Excavate & Stockpile Excess Fill In Adjacent Ph	-14,703.00	CY	\$ 3.15	\$ (46,314.45)	-14703	\$ (46,314.45)		\$ -	-14703	\$ (46,314.45)	100.00%
61060	Building Pads	Final Grade DRA	2,900.00	SY	\$ 0.70	\$ 2,030.00	2000	\$ 1,400.00	450.00	\$ 315.00	2450	\$ 1,715.00	84.48%
		TOTAL EARTHWORK				\$ 122,791.85		\$ 105,717.80		\$ 16,759.05		\$ 122,476.85	
61050	Lot Stabilization (Seeding)	Sod Slopes, Swales & DRA Sideslopes	2,900	SY	\$ 3.10	\$ 8,990.00	2000	\$ 6,200.00	300	\$ 930.00	2300	\$ 7,130.00	79.31%
		TOTAL GRASSING				\$ 8,990.00		\$ 8,200.00		\$ 930.00		\$ 7,130.80	
61065	Storm Water Drainage	16" RCP	578	LF	\$ 87.25	\$ 50,430.50	578	\$ 50,430.50		\$ -	578	\$ 50,430.50	100.00%
61065	Storm Water Drainage	Free Standing Skimmer	1.00	EA	\$ 7,985.00	\$ 7,985.00	0	\$ -		\$ -	0	\$ -	0.00%
61065	Storm Water Drainage	Type P Manhole	2.00	EA	\$ 5,220.00	\$ 10,440.00	2	\$ 10,440.00		\$ -	2	\$ 10,440.00	100.00%
61065	Storm Water Drainage	Concrete Weir	305.00	SF	\$ 115.05	\$ 35,090.25	0	\$ -		\$ -	0	\$ -	0.00%
		TOTAL STORM				\$ 103,945.75		\$ 60,870.50		\$ -		\$ 60,870.50	
		TOTAL CRESSWIND - PH1A				\$ 246,907.60		\$ 177,450.30		\$ 17,689.05		\$ 195,139.35	

RETAINAGE \$ 884.45
TOTAL EARNED \$ 16,804.60

WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 16,804.59.

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through May 31, 2024,

to KH CW Lake Harris LLC.

on the job of Cresswind Ph 1B.

to the following property:

Cresswind at Lake Harris Phase 1A (1B)- Parcel No: 35-19-25-0002-000-00200 & 35-10-25-0001-000-00600 Sections 35 & 36 Twp 19S Rg 25E Tavares (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: 5/24/, 2024

Lienor: Hughes Brothers Construction, Inc.

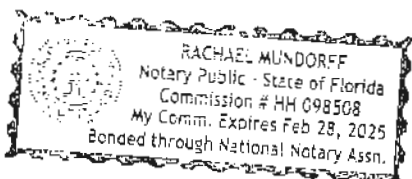
Address: 948 Walker Rd Wildwood, FL 34785

By: [Signature]
Name: Chad Hughes
Title: President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 24th day of May, 2024 by Chad Hughes, President of HBO, Inc., on behalf of the corporation. He (she) is ☒ personally known to me or ☐ has produced _____ as identification.



Rachael Mendoff
Notary Public Signature
Rachael Mendoff
(Name typed, printed or stamped)
My Commission Expires: 2/28/25

10/4, 2024

Cresswind Lake Harris Community Development District
c/o Craig Wrathell, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Cresswind at Lake Harris Phase 1 Improvements

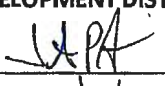
Dear Craig,

Pursuant to the *Acquisition Agreement*, dated August 22, 2024 ("**Acquisition Agreement**"), by and between the Cresswind Lake Harris Community Development District ("**District**") and KH CW Lake Harris LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from future bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County for turnover of the utilities (which comprise a portion of the Improvements) to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**CRESSWIND LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT**


Name: Justin Allen
Title: Chairman

Sincerely,
KH CW LAKE HARRIS LLC

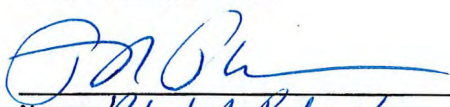

Name: Robert A. Radwan
Title: Authorized Signatory

EXHIBIT A

Description of Cresswind at Lake Harris Phase 1 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract H (Sanitary Lift Station) and any and all "Utility Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract A (Open Space, Landscaping, Stormwater, Drainage, Signage & Pedestrian Walkway), Tracts B, C and E (Open Space, Landscaping, Pedestrian Walkway & Drainage), Tract D (Open Space, Landscaping & Drainage), Tracts F, I and K (Open Space, Landscaping, Stormwater & Drainage Purposes), Tracts N and P (Wetlands), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), and any and all "Drainage Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated June 6, 2023.

Improvement	Total amount	Paid to date	Balances	
			Owed	Retainage
Ph. 0 Surface Water Management	\$92,949.00	\$88,301.55	\$0.00	\$4,647.45
Ph. 0 Sanitary	\$217,100.50	\$206,245.48	\$0.00	\$10,855.02
Ph.0 Forcemain	\$152,919.00	\$121,608.13	\$23,664.87	\$7,645.95
Ph. 0 Watermain	\$129,743.75	\$119,575.31	\$3,681.25	\$6,487.16
Ph. 0 Reclaim	\$118,156.00	\$111,027.70	\$1,225.50	\$5,907.80
Ph. 1A Surface Water Management	\$1,483,774.25	\$1,409,585.54	\$0.00	\$74,188.71
Ph. 1A Sanitary	\$881,318.00	\$837,252.10	\$0.00	\$44,065.90
Ph. 1A Water	\$665,010.25	\$616,068.78	\$15,690.96	\$33,250.51
Ph. 1A Reclaim	\$608,510.00	\$562,937.61	\$15,146.90	\$30,425.49
Ph. 1B Surface Water Management	\$103,945.75	\$57,826.48	\$40,921.49	\$5,197.28
TOTALS:	\$4,453,426.50	\$4,130,428.68	\$100,330.97	\$222,671.27

**CORPORATE DECLARATION REGARDING COSTS PAID
[CRESSWIND AT LAKE HARRIS PHASE 1 IMPROVEMENTS]**

KH CW LAKE HARRIS LLC, a Florida limited liability company ("**Developer**"), does hereby certify to the Cresswind Lake Harris Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated June 6, 2023 (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 15 day of October, 2024.

KH CW LAKE HARRIS LLC



Name: Robert A. Rademacher

Title: Authorized Signatory

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 15 day of October, 2024, by Robert A Rademacher as Authorized Signatory of KH CW Lake Harris LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF _____

Name: _____

(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

(NOTARY SEAL)



JESSICA C. STOKES
Commission # HH 565054
Expires October 24, 2028

EXHIBIT A

Description of Cresswind at Lake Harris Phase 1 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract H (Sanitary Lift Station) and any and all "Utility Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract A (Open Space, Landscaping, Stormwater, Drainage, Signage & Pedestrian Walkway), Tracts B, C and E (Open Space, Landscaping, Pedestrian Walkway & Drainage), Tract D (Open Space, Landscaping & Drainage), Tracts F, I and K (Open Space, Landscaping, Stormwater & Drainage Purposes), Tracts N and P (Wetlands), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), and any and all "Drainage Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated June 6, 2023.

Improvement	Total amount	Paid to date	Balances	
			Owed	Retainage
Ph. 0 Surface Water Management	\$92,949.00	\$88,301.55	\$0.00	\$4,647.45
Ph. 0 Sanitary	\$217,100.50	\$206,245.48	\$0.00	\$10,855.02
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Ph. 0 Watermain	\$129,743.75	\$119,575.31	\$3,681.25	\$6,487.16
Ph. 0 Reclaim	\$118,156.00	\$111,027.70	\$1,225.50	\$5,907.80
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Ph. 1A Water	\$665,010.25	\$616,068.78	\$15,690.96	\$33,250.51
Ph. 1A Reclaim	\$608,510.00	\$562,937.61	\$15,146.90	\$30,425.49
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TOTALS:	\$4,453,426.50	\$4,130,428.68	\$100,330.97	\$222,671.27

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[CRESSWIND AT LAKE HARRIS PHASE 1 IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 7TH day of OCTOBER, 2024, by Hughes Brothers Construction, Inc. ("Contractor"), with an address of 948 Walker Road, Wildwood, Florida 34785, in favor of the **CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT** ("District"), which is a local unit of special-purpose government situated in the City of Tavares, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Contractor Agreements*, dated 10/19/2023 ("Contract") and between Contractor and KH CW Lake Harris LLC ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

[CONTINUED ON FOLLOWING PAGE]

HUGHES BROTHERS CONSTRUCTION, INC.


By: CHAD HUGHES
Its: PRESIDENT

STATE OF FL
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of October, 2024, by Chad Hughes as President of HBC, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

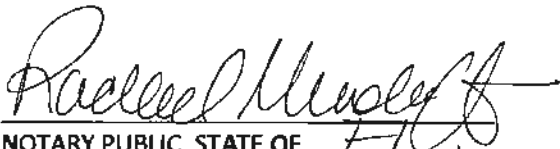
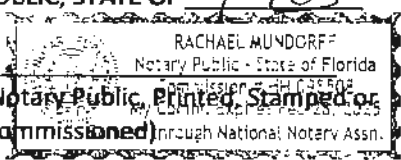

NOTARY PUBLIC, STATE OF FL
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)  RACHAEL MUNDORFF
Notary Public - State of Florida
Commission # 14035504
My Comm. Expires Feb 28, 2025
through National Notary Assn.

EXHIBIT A

Description of Cresswind at Lake Harris Phase 1 Improvements

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TOTALS:	\$4,453,426.50	\$4,130,428.68	\$100,330.97	\$222,671.27

DISTRICT ENGINEER'S CERTIFICATE
[CRESSWIND AT LAKE HARRIS PHASE 1 IMPROVEMENTS]

October 4, 2024

Board of Supervisors
Cresswind Lake Harris Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Halff Associates, Inc. ("**District Engineer**"), as District Engineer for the Cresswind Lake Harris Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from KH CW Lake Harris LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated June 6, 2023 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON FOLLOWING PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

HALFF ASSOCIATES, INC.

CCW

Charles C. Hiott, P.E.

Florida Registration No. 54813

District Engineer

STATE OF Florida

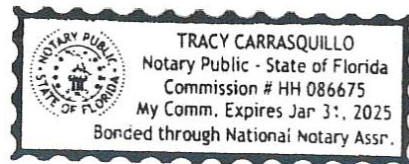
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of October, 2024, by Charles C Hiott as _____ of Halff Associates, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either **personally known to me**, or produced _____ as identification.

Tracy Carrasquillo

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Tracy Carrasquillo

(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Description of Cresswind at Lake Harris Phase 1 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract H (Sanitary Lift Station) and any and all "Utility Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract A (Open Space, Landscaping, Stormwater, Drainage, Signage & Pedestrian Walkway), Tracts B, C and E (Open Space, Landscaping, Pedestrian Walkway & Drainage), Tract D (Open Space, Landscaping & Drainage), Tracts F, I and K (Open Space, Landscaping, Stormwater & Drainage Purposes), Tracts N and P (Wetlands), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), and any and all "Drainage Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated June 6, 2023.

Improvement	Total amount	Paid to date	Balances	
			Owed	Retainage
Ph. 0 Surface Water Management	\$92,949.00	\$88,301.55	\$0.00	\$4,647.45
Ph. 0 Sanitary	\$217,100.50	\$206,245.48	\$0.00	\$10,855.02
Ph.0 Forcemain	\$152,919.00	\$121,608.13	\$23,664.87	\$7,645.95
Ph. 0 Watermain	\$129,743.75	\$119,575.31	\$3,681.25	\$6,487.16
Ph. 0 Reclaim	\$118,156.00	\$111,027.70	\$1,225.50	\$5,907.80
Ph. 1A Surface Water Management	\$1,483,774.25	\$1,409,585.54	\$0.00	\$74,188.71
Ph. 1A Sanitary	\$881,318.00	\$837,252.10	\$0.00	\$44,065.90
Ph. 1A Water	\$665,010.25	\$616,068.78	\$15,690.96	\$33,250.51
Ph. 1A Reclaim	\$608,510.00	\$562,937.61	\$15,146.90	\$30,425.49
Ph. 1B Surface Water Management	\$103,945.75	\$57,826.48	\$40,921.49	\$5,197.28
TOTALS:	\$4,453,426.50	\$4,130,428.68	\$100,330.97	\$222,671.27

BILL OF SALE AND LIMITED ASSIGNMENT
[CRESSWIND AT LAKE HARRIS PHASE 1 IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 15 day of October, 2024, by and between **KH CW Lake Harris LLC**, a Florida limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), and **Cresswind Lake Harris Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**", AND "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special,

direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

KH CW LAKE HARRIS LLC

By: [Signature]
Name: Sean Smith

[Signature]
Name: Robert A. Rademacher
Title: Authorized Signatory

By: [Signature]
Name: Jessica C. Stokes

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of October, 2024, by Robert A. Rademacher as Authorized Signatory of KH CW Lake Harris LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



JESSICA C. STOKES
Commission # HH 565054
Expires October 24, 2028

[Signature]
NOTARY PUBLIC, STATE OF _____

Name: Jessica C. Stokes
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Description of Cresswind at Lake Harris Phase 1 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract H (Sanitary Lift Station) and any and all "Utility Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract A (Open Space, Landscaping, Stormwater, Drainage, Signage & Pedestrian Walkway), Tracts B, C and E (Open Space, Landscaping, Pedestrian Walkway & Drainage), Tract D (Open Space, Landscaping & Drainage), Tracts F, I and K (Open Space, Landscaping, Stormwater & Drainage Purposes), Tracts N and P (Wetlands), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), and any and all "Drainage Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated June 6, 2023.

Improvement	Total amount	Paid to date	Balances	
			Owed	Retainage
Ph. 0 Surface Water Management	\$92,949.00	\$88,301.55	\$0.00	\$4,647.45
Ph. 0 Sanitary	\$217,100.50	\$206,245.48	\$0.00	\$10,855.02
Ph.0 Forcemain	\$152,919.00	\$121,608.13	\$23,664.87	\$7,645.95
Ph. 0 Watermain	\$129,743.75	\$119,575.31	\$3,681.25	\$6,487.16
Ph. 0 Reclaim	\$118,156.00	\$111,027.70	\$1,225.50	\$5,907.80
Ph. 1A Surface Water Management	\$1,483,774.25	\$1,409,585.54	\$0.00	\$74,188.71
Ph. 1A Sanitary	\$881,318.00	\$837,252.10	\$0.00	\$44,065.90
Ph. 1A Water	\$665,010.25	\$616,068.78	\$15,690.96	\$33,250.51
Ph. 1A Reclaim	\$608,510.00	\$562,937.61	\$15,146.90	\$30,425.49
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TOTALS:	\$4,453,426.50	\$4,130,428.68	\$100,330.97	\$222,671.27

BILL OF SALE
[CRESSWIND AT LAKE HARRIS PHASE 1 UTILITIES IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **CRESSWIND LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in the City of Tavares, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as “**SELLER**”), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from the **CITY OF TAVARES, FLORIDA**, a political subdivision of the State of Florida, whose address is 120 South Florida Avenue, Tavares, Florida 32720 (hereinafter referred to as “**CITY**”), has granted, bargained, sold, transferred, conveyed and delivered to the CITY, its executors, administrators, successors and assigns forever, the following:

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract H (Sanitary Lift Station) and any and all “Utility Easements” and “Drainage and Utility Easements,” as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

TO HAVE AND TO HOLD the same unto the CITY, its executors, administrators, successors and assigns forever. The CITY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the CITY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomsoever.

[CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO BILL OF SALE
[CRESSWIND AT LAKE HARRIS PHASE 1 UTILITIES IMPROVEMENTS]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this the 4 day of October 2024.

WITNESS

**CRESSWIND LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of special-
purpose government

Kevin Atkins
Print Name: Kevin Atkins
Address: 1230 Club Cresswind Way
Deland, FL 32724

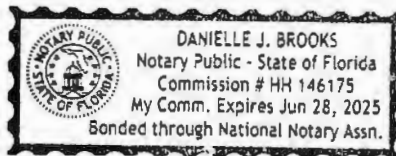
By: Justin Allen
Print Name: Justin Allen
Its: Chairman

Danielle Wallace
Print Name: Danielle Wallace
Address: 1230 Club Cresswind Way
Deland, FL 32724

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of October, 2024, by Justin Allen, as Chairman of the Cresswind Lake Harris Community Development District, on behalf of the District, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Affix Seal Here]



Danielle Brooks
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Danielle Brooks

My Commission Expires: 6-28-25

Commission Number: HH146175

This instrument was prepared by:

(This space reserved for Clerk)

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 15 day of October 2024,
by and between:

KH CW Lake Harris LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"); and

Cresswind Lake Harris Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Tavares, Lake County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, and more particularly below ("Property"):

Tract A (Open Space, Landscaping, Stormwater, Drainage, Signage & Pedestrian Walkway), Tracts F, I and K (Open Space, Landscaping, Stormwater & Drainage Purposes), and Tracts N and P (Wetlands), Cresswind at Lake Harris Phase 1, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

KH CW LAKE HARRIS LLC

By: [Signature]
 Name: Sean Smith
 Address: 4807 PGA Blvd.
Palm Beach Gardens, FL 33418

By: [Signature]
 Name: Robert A. Rademacher
 Title: Authorized Signatory

By: [Signature]
 Name: Jessica C Stokes
 Address: 4807 PGA Blvd.
Palm Beach Gardens, FL 33418

STATE OF Florida
 COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of October, 2024, by Robert A. Rademacher, as Authorized Signatory of KH CW Lake Harris LLC who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)



Name: Jessica C Stokes
 JESSICA C. STOKES
 _____ of Notary Public, Printed, Stamped or
 Commission # HH-565054
 Typed as Commissioned)
 Expires October 24, 2028



JESSICA C. STOKES
 Commission # HH 565054
 Expires October 24, 2028

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT
[CRESSWIND AT LAKE HARRIS PHASE 1]

THIS EASEMENT AGREEMENT is made and entered into this 15 day of October, 2024, by and among:

KH CW Lake Harris LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Developer**"); and

Cresswind at Lake Harris Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 4807 PGA Boulevard, Palm Beach Gardens, Florida 33418 ("**Association**"); and

Cresswind Lake Harris Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Tavares, Lake County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting

such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer's and Association's respective interests, if any - ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within Tracts B, C and E (Open Space, Landscaping, Pedestrian Walkway & Drainage), Tract D (Open Space, Landscaping & Drainage), Tract J (Landscaping, Drainage/Utility Easement and Open Space), Tract M (Private Road Right-of-Way), Tract L (Additional Right-of-Way), and any and all "Drainage Easements" and "Drainage and Utility Easements," as identified in the plat known as *Cresswind at Lake Harris Phase 1*, as recorded in Plat Book 83, Pages 36 - 42, of the Official Records of Lake County, Florida.

3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect; Runs with Land.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys'

fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. Assignment. Except as set forth in Section 5, neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. Public Records. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

KH CW LAKE HARRIS LLC

By: [Signature]
Name: Sean Smith
Address: 4807 PGA Blvd.
Palm Beach Gardens, FL 33418

By: [Signature]
Name: Robert A Rademacher
Title: Authorized Signatory

By: [Signature]
Name: Jessica C Stokes
Address: 4807 PGA Blvd.
Palm Beach Gardens, FL 33418

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of October, 2024, by Robert A Rademacher as Authorized Signatory of KH CW Lake Harris LLC, a Florida limited liability company, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Jessica C Stokes
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[Signatures continue on following page]



JESSICA C. STOKES
Commission # HH 565054
Expires October 24, 2028

WITNESSES

CRESSWIND AT LAKE HARRIS HOMEOWNERS
ASSOCIATION, INC.

By: J. Muriel R.
 Name: J. Hernandez-Rivera
 Address: 1230 Club Cresswind
Way, Deland, 32724

By: JHA
 Name: Justin Allen
 Title: President

By: Bridget Stevens
 Name: Bridget Stevens
 Address: 1230 Club Cresswind
Way, Deland, FL 32724

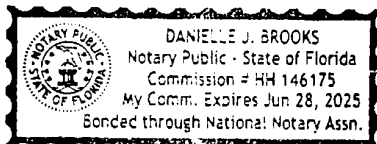
STATE OF Florida
 COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of October, 2024, by Justin Allen as Chairman of Cresswind at Lake Harris Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Danielle Brooks
 NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Danielle Brooks
 (Name of Notary Public, Printed, Stamped or
 Typed as Commissioned)



[Signatures continue on following page]

WITNESSES

CRESSWIND LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT

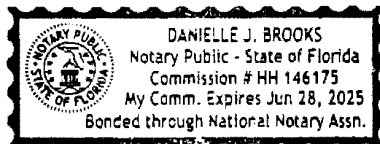
By: [Signature]
Name: Kevin Adkins
Address: 1230 Club Cresswind way
Deland, FL 32724

By: [Signature]
Name: Justin Allen
Title: Chairman

By: [Signature]
Name: Jennifer Wallace
Address: 1230 Club Cresswind way
Deland, FL 32724

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of October, 2024, by Justin Allen as Chairman of the Cresswind Lake Harris Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Danielle Brooks
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 5,734	\$ -	\$ -	\$ 5,734
Investments				
Reserve	-	115,203	-	115,203
Construction	-	-	5,924	5,924
Cost of issuance	-	314	-	314
Interest	-	99,381	-	99,381
Due from Landowner	4,495	-	-	4,495
Undeposited Funds	8,504	-	-	8,504
Total assets	<u>18,733</u>	<u>214,898</u>	<u>5,924</u>	<u>239,555</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 12,997	\$ -	\$ -	\$ 12,997
Contracts payable	-	-	250	250
Due to Landowner	-	4,416	-	4,416
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>18,997</u>	<u>4,416</u>	<u>250</u>	<u>23,663</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	4,495	-	-	4,495
Total deferred inflows of resources	<u>4,495</u>	<u>-</u>	<u>-</u>	<u>4,495</u>
Fund balances:				
Restricted for:				
Debt service	-	210,482	-	210,482
Unassigned	(4,759)	-	-	(4,759)
Total fund balances	<u>(4,759)</u>	<u>210,482</u>	<u>5,674</u>	<u>211,397</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 18,733</u>	<u>\$214,898</u>	<u>\$ 5,924</u>	<u>\$ 239,555</u>

**CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 8,504	\$ 38,021	\$ 97,790	39%
Total revenues	<u>8,504</u>	<u>38,021</u>	<u>97,790</u>	39%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	28,000	48,000	58%
Legal	339	1,690	25,000	7%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	583	1,000	58%
Trustee*	-	-	5,500	0%
Telephone	16	116	200	58%
Postage	14	32	500	6%
Printing & binding	42	292	500	58%
Legal advertising	-	323	1,750	18%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	90	627	750	84%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>4,584</u>	<u>37,743</u>	<u>97,790</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	3,920	278	-	
Fund balances - beginning	(8,679)	(5,037)	-	
Fund balances - ending	<u>\$ (4,759)</u>	<u>\$ (4,759)</u>	<u>\$ -</u>	

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 728	\$ 4,575
Total revenues	<u>728</u>	<u>4,575</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	189,500
Underwriter discount	-	67,900
Total debt service	<u>-</u>	<u>257,400</u>
Other fees & charges		
Bond proceeds	-	(467,723)
Total other fees and charges	<u>-</u>	<u>(467,723)</u>
Total expenditures	<u>-</u>	<u>(210,323)</u>
Excess/(deficiency) of revenues over/(under) expenditures	728	214,898
Fund balances - beginning	<u>209,754</u>	<u>(4,416)</u>
Fund balances - ending	<u><u>\$ 210,482</u></u>	<u><u>\$ 210,482</u></u>

**CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 20	\$ 5,924
Total revenues	<u>20</u>	<u>5,924</u>
EXPENDITURES		
Capital outlay	<u>-</u>	<u>2,927,527</u>
Total expenditures	<u>-</u>	<u>2,927,527</u>
Excess/(deficiency) of revenues over/(under) expenditures	20	(2,921,603)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>-</u>	<u>2,927,277</u>
Total other financing sources/(uses)	<u>-</u>	<u>2,927,277</u>
Net change in fund balances	20	5,674
Fund balances - beginning	5,654	-
Fund balances - ending	<u>\$ 5,674</u>	<u>\$ 5,674</u>

CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT
MINUTES OF MEETING
CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Cresswind Lake Harris Community Development District held a Public Hearing and Regular Meeting on September 18, 2024 at 11:00 a.m., at Halff Associates, Inc., 902 N Sinclair Ave., Tavares, Florida 32778.

Present:

Justin Allen	Chair
Bradley Walker	Assistant Secretary
Brian Valavicius	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Jere Earlywine (via telephone)	District Counsel
Chuck Hiott	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 11:03 a.m. Supervisors Allen, Walker and Valavicius were present. Supervisors Morton and Bines were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Scott Morton; Seat 5

Mr. Torres presented Mr. Morton's resignation.

On MOTION by Mr. Valavicius and seconded by Mr. Allen, with all in favor, the resignation of Mr. Morton from Seat 5, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 5; Term Expires November 2024

Mr. Allen nominated Mr. Rob Fisher to fill Seat 5. No other nominations were made.

On MOTION by Mr. Walker and seconded by Mr. Valavicius, with all in favor, the appointment of Mr. Rob Fisher to Seat 5, was approved.

- Administration of Oath of Office (the following will also be provided in a separate package)
 - A. Required Ethics Training and Disclosure Filing
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

These items were deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-08, Electing and Removing Officers of the District and Providing for an Effective Date

This item was deferred.

SIXTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of the Fiscal Year 2024/2025 Budget

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres presented Resolution 2024-09. He reviewed the proposed Fiscal Year 2025 budget, which is a Landowner-funded budget with expenses funded as they are incurred.

On MOTION by Mr. Allen and seconded by Mr. Walker, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Walker and seconded by Mr. Valavicius, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Allen and seconded by Mr. Valavicius, with all in favor, Resolution 2024-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-10, Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Earlywine presented Resolution 2024-10.

On MOTION by Mr. Allen and seconded by Mr. Valavicius, with all in favor, of Resolution 2024-10, Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Fiscal Year 2024/2025 Budget Funding Agreement

Mr. Earlywine presented the Fiscal Year 2024/2025 Budget Funding Agreement.

On MOTION by Mr. Allen and seconded by Mr. Valavicius, with all in favor, the Fiscal Year 2024/2025 Budget Funding Agreement, was approved.

NINTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts

**Performance Measures and Standards
Reporting]**

Mr. Torres presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Allen and seconded by Mr. Valavicius, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2024-06,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2024/2025 and Providing for an Effective
Date**

Mr. Earlywine stated that the bond closing will occur within the next few weeks. The next meeting will likely be in the Spring of 2025. This item was deferred.

ELEVENTH ORDER OF BUSINESS**Ratification Items**

Mr. Earlywine presented the following:

- A. Acquisition Agreement**
- B. Temporary Construction Easement**

On MOTION by Mr. Allen and seconded by Mr. Valavicius, with all in favor, the Acquisition Agreement, and the Temporary Construction Easement, were ratified.

TWELFTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of July 31, 2024**

On MOTION by Mr. Allen and seconded by Mr. Valavicius, with all in favor, the Unaudited Financial Statements as of July 31, 2024, were accepted.

THIRTEENTH ORDER OF BUSINESS**Approval of July 16, 2024 Special Meeting Minutes**

On MOTION by Mr. Allen and seconded by Mr. Valavicius, with all in favor, the July 16, 2024 Special Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer (Interim): Halff & Associates, Inc.

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: TBD**

- **QUORUM CHECK**

FIFTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

Mr. Earlywine will schedule a call to discuss turnover of the Phase 1A and Phase 1B utilities.

Mr. Hiott stated that substantial completion is expected in October 2024 but the utility turnover process might not proceed until the generator is installed; likely in February 2025. Mr. Torres stated that funding requests will be sent for unbudgeted expenditures.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Allen and seconded by Mr. Valavicius, with all in favor, the meeting adjourned at 11:21 a.m.

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201
202
203
204
205

Secretary/Assistant Secretary

Chair/Vice Chair

CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES
B

DRAFT
MINUTES OF MEETING
CRESSWIND LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT

A Landowners' Meeting of the Cresswind Lake Harris Community Development District was held on November 5, 2024 at 9:00 a.m., at the City of Minneola City Hall, 800 N. US Hwy 27, Minneola, Florida 34715.

Present:

Daniel Rom

District Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 9:20 a.m. No Proxy Holders, Landowners or Landowner Representatives were present. As such, the Landowners' Election could not be held.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3, 4, 5]

A. Nominations

B. Casting of Ballots

- **Determine Number of Voting Units Represented**
- **Determine Number of Voting Units Assigned by Proxy**

C. Ballot Tabulation and Results

FIFTH ORDER OF BUSINESS

Landowners' Questions/Comments

SIXTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 9:21 a.m.

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43

Secretary/Assistant Secretary

Chair/Vice Chair